FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 4368

DATE FILMED 9-17-97 CAMERA NO. 4

CAMERAMAN JMN

97043335468

GREGORY T. ANNIGIAN

Attorney at Law

CHINO VALLEY BANK BUILDING, 818 NORTH MOUNTAIN AVENUE., SUITE 101, UPLAND, CALIFORNIA 91786
(909) 981-9340, FAX (909) 981-5091,
WEST COVINA OFFICE (818) 338-1169

April 30, 1996

Office of General Counsel
Federal Election Commission
Washington, DC 20463

Dear FEC:

My name is Gregory T. Annigian. I am an attorney licensed to practice law in the State of California. My business address is 818 N. Mountain Avenue, Suite 101, Upland, CA 91786. My business phone number is (909) 981-9340.

I would like to lodge a complaint against Linda Wilde, Judge of the San Bernardino County Superior Court, State of California, and Republican candidate for the November 1996 election for the 42nd Congressional District of the State of California.

I have attached a copy of my opinion letter marked as Exhibit "A" and incorporated by reference.

A local reporter from the Daily Bulletin, named Frank Geary has additional information. His phone number at the Daily Bulletin is (909) 483-9334.

For your convenience I have attached a photocopy of the real property appraisal of Ms. Wilde's residence. I cannot find a copy of the First Trust Deed on Ms. Wilde's home. Mr. Geary has a copy. I can secure additional copies from the title company.

If you have any questions or comments, please contact my office.

Sincerely,

GREGORY T. ANNIGIAN
Attorney at Law

GTA:cf

Enclosures

PERTINENT FEC REGULATIONS

Contributions from the Candidate

A candidate may make unlimited contributions from her or his personal funds and are not subject to any limits though they must still be reported. (FED Regulation 110.10(a), Advisory Opinion (AO's) 1991-9, 1990-9 and 1985-33).

$1,000 per Election Limit

Individuals and non-prohibited groups may contribute a maximum of $1,000.00 per election to a candidate's campaign. (FEC Regulation 110.10(a)).

Prohibited Contributions

Sources

Campaigns may not accept contributions made from the general treasury funds of Corporations and National Banks. (FEC Regulation 114.2(a) & (b)).

Bank Loans

A candidate may obtain a loan (including a line of credit from a bank provided that all of the following conditions are met:

1) Bears the banks usual and customary interest rate for the category of loan involved;
2) Is evidenced by a written instrument;
3) Is subject to a due date or amortization schedule; and
4) Is made on the basis which assures repayment. (FEC Regulation 100.7(b)(11)).

A loan that does not meet all the above conditions is considered to be a prohibited contribution from a lending institution.

A loan is made on a basis which assures repayment if it is secured by collateral by using the assets of the candidate such as real estate, personal property, certificates of deposits, and stocks. The fair market value of the assets must, on the date of the loan, equal or exceed the amount of the loan and any senior liens. (FEC Regulation 100.7(b)(11)(i)(A)(1)).

FACTS

On November 30, 1993, LINDA WILDE, executed a promissory note secured by a first deed of trust on her residence located at 7686 Buena Vista, Rancho Cucamonga in the principal sum of $191,000.00. The loan was a 30 year loan with the last payment being due on January 1, 2024.

On September 14, 1995, she executed a promissory note secured by a second trust deed on said residence in the principal sum of $50,000.00 in favor of Chino Valley Bank.

On September 14, 1995, the estimated fair market value of said residence was approximately $170,000.00.

The same day as the loan was secured, Linda Wilde announced her candidacy for Congress. On Saturday, September 16, 1995, she made the announcement official on the steps of the San Bernardino County Central District Courthouse.

LEGAL OPINION

The candidate and Chino Valley Bank violated the aforementioned FEC regulations by conspiring to secure a bank loan for Linda Wilde which did not satisfy the condition of assured repayment.

The said loan constituted a prohibited contribution by the bank.

LEGAL POSITIONS OF THE PARTICIPANTS

The candidate may contend that the loan was made to her prior to her becoming an official candidate, thus it did not violate any FEC rules and regulations. This clearly is not the case. The facts suggest otherwise. Without the loan she could not have become a candidate. The loan may have been necessitated because she had to take a leave of absence from her $104,000.00 per year judicial position to legally campaign for Congress. The candidate's financial situation, as evidenced by her disclosure statement, suggests that she had insufficient assets to secure a $50,000.00 bank loan.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SAN BERNARDINO

On MAY 1, 1996 (Date) before me, CORRINA L. FULLER, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared GREGORY T. ANNIGIAN — — — (Name(s) of Signer(s)),

X 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.

CORRINA L FULLER
Commission #1074305
Notary Public — California
San Bernardino County
My Comm. Expires Oct 9, 1999

WITNESS my hand and official seal.

Corrina L Fuller
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CORRESPONDENCE

Document Date: April 30, 1996 Number of Pages: 16

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: GREGORY T. ANNIGIAN

- ☒ Individual
- ☐ Corporate Officer
  Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
N/A

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer
  Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

9704335473

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 10, 1996

Gregory T. Annigian
Attorney at Law
Chino Valley Bank Building
818 North Mountain Avenue, Suite 101
Upland, CA 91786

Dear Mr. Annigian:

This is to acknowledge receipt on May 8, 1996, of your letter. The Federal Election Campaign Act of 1971, as amended ("the Act") and Commission Regulations require that the contents of a complaint meet certain specific requirements. One of these requirements is that a complaint be <u>sworn to</u> and signed in the presence of a notary public and notarized. Your letter was not properly sworn to.

In order to file a legally sufficient complaint, you must swear before a notary that the contents of your complaint are true to the best of your knowledge and the notary must represent as part of the jurat that such swearing occurred. The preferred form is "Subscribed and sworn to before me on this _____ day of _____, 19__." A statement by the notary that the complaint was sworn to and subscribed before him/her also will be sufficient. We regret the inconvenience that these requirements may cause you, but we are not statutorily empowered to proceed with the handling of a compliance action unless all the statutory requirements are fulfilled. <u>See</u> 2 U.S.C. § 437g.

Enclosed is a Commission brochure entitled "Filing a Complaint." I hope this material will be helpful to you should you wish to file a legally sufficient complaint with the Commission.

Please note that this matter will remain confidential for a 15 day period to allow you to correct the defects in your complaint. If the complaint is corrected and refiled within the 15 day period, the respondents will be so informed and provided a copy of the corrected complaint. The respondents will then have an additional 15 days to respond to the complaint on the merits. If the complaint is not corrected, the file will be closed and no additional notification will be provided to the respondents.

If you have any questions concerning this matter, please contact me at (202) 219-3410.

Sincerely,

Retha Dixon

Retha Dixon
Docket Chief

Enclosure

cc: Wilde for Congress
Linda Wilde
Chino Valley Bank

GREGORY T. ANNIGIAN

Attorney at Law

CHINO VALLEY BANK BUILDING, 818 NORTH MOUNTAIN AVENUE., SUITE 101, UPLAND, CALIFORNIA 91786
(909) 981-9340, FAX (909) 981-5091,
WEST COVINA OFFICE (818) 338-1169

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

MAY 20 2 11 PM '96

May 15, 1996

MUR 4368

Office of General Counsel
Federal Election Commission
Washington, DC 20463

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If you have any questions or comments, please contact my office.

Sincerely,

GREGORY T. ANNIGIAN
Attorney at Law

GTA:cf

Enclosures

9 7 0 4 3 3 3 4 7 6

JURAT

State of CALIFORNIA
County of SAN BERNARDINO } ss.

Subscribed and sworn to (or affirmed) before me this 16th day of MAY, 19 96, by

Date / Month / Year

(1) GREGORY T. ANNIGIAN
Name of Signer(s)

(2) N/A
Name of Signer(s)

CORRINA L FULLER
Commission #1074305
Notary Public — California
San Bernardino County
My Comm. Expires Oct 9,1999

Corrina L Fuller
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document FEC LETTER

Document Date May 15 1996 Number of Pages: ______

Signer(s) Other Than Named Above NONE

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

9 7 0 4 3 3 3 3 4 7 7

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Exhibit "A"

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IMPACT DECISIONS

PROPERTY LOCATED AT:

7686 Buena Vista Drive
Rancho Cucamonga, Ca. 91730

FOR:

AS OF:

Sept. 14, 1986

BY:

Gregory A. Welsh, CREA

IMPACT DECISIONS
15887 Tern Street
Chino Hills, CA 91709

February 1, 1996

Dear Sirs,

In accordance with your request, I have personally made an EXTERIOR inspection and appraised the real property located at:

7686 Buena Vista Drive
Rancho Cucamonga,Ca.91730

The purpose of the appraisal was to estimate the market value of the property described in this report. In my opinion, the estimated market value of the property, as of Sept. 14 is:

$170,000.

The attached Limited Appraisal/Restricted Appraisal report contains the description, analysis and supportive data for the conclusions and final estimate of value together with descriptive photographs. The date of appraisal and the effective date are considered the same date.

I certify that, to the best of my knowledge and belief:

-the statements of fact contained in this report are true and correct.
-the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
-I have no present or prospective interest in the property and I have no personal interest or bias with respect to the parties involved.
-my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
-to the best of the appraisers knowledge, this report conforms with the Uniform Standards of Professional Appraisal Practice.
-no one provided significant professional assistance to the signer of the report unless stated in the report.
-this appraisal report is intended to be a self-contained document containing all information necessary to enable a reader to understand the appraiser's opinion. Any third party studies referred to, such as pest control, structural soils, or hazardous materials have been verified by the appraiser as to their existence, to the extent the assumptions and conclusions are used. If not included with the report, they are maintained within our files and available upon request by the client.
-the appraiser attests that he or she has the appropriate competently.

It has been a pleasure to assist you, we at IMPACT DECISIONS greatly appreciate your business and trust.

Sincerely,

Gregory A. Welch

Gregory A. Welch, CREA

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IMPACT DECISIONS — R-BUENV.S

BORROWER/SUBJECT PROPERTY INFORMATION

Borrower: Wilde (Owner) — Census Tract: 8.123 — Map Reference: 602-F1
Property Address: 7686 Buena Vista Drive — Check One: [X] SF [ ] PUD [ ] Condo [ ] 2-4 Units
City: Rancho Cucamonga — County: San Bernardino — State: Ca. — Zip Code: 91730
Phone No. Res: N/A — Loan Amount Requested $: N/A — Term: N/A Months — Owner's Estimate of Value $: N/A

No. of Rooms	No. of Bedrooms	No. of Baths	Family Room or Den	Gross Living Area	Garage/Carport	Porches, Patio or Pool	Central Air
7	3	2	[X] Yes [ ] No	1624 Sq Ft	Garage-2	None	[ ] Yes [X] No

FIELD REPORT

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural	
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%	
Growth Rate [ ] Fully Dev	[ ] Rapid	[X] Steady	[ ] Slow	
Property Values	[ ] Increasing	[X] Stable	[ ] Declining	
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Oversupply	
Marketing Time	[ ] Under 3 Months	[X] 4-6 Months	[ ] Over 6 Months	

	Good	Avg	Fair	Poor
Property Compatibility	X			
General Appearance of Properties		X		
Appeal		X		

Present Land Use 90 % 1 Family ___ % 2-4 Family ___ % Apts ___ % Condo 10 % Commercial ___ % Indus. ___ % Vacant ___ %
Change in Present Land Use [X] Not Likely [ ] Likely [ ] Taking Place From ___ To ___
Predominant Occupancy [X] Owner [ ] Tenant 2 % Vacant
Single Family Price Range $ 100,000 To $ 250,000 Predominate Value $ 145,000
Single Family Age 10 Years To 55 Years Predominate Age 40 Yrs

Note: Freddie Mac does not consider race or the racial composition of the neighborhood to be reliable appraisal factors.

Comments including those factors, favorable or unfavorable, affecting marketability: Subject is located in a neighborhood consisting of average to good quality SFRs and is convenient to all services. Some properties have views of golf course and valley ranging from average to good.

SUBJECT PROPERTY

Approximate Year Built 1954 No. Units One No. Stories One
Type (detached, duplex, semi-det, etc.) Detached SFR
Design (rambler, split level, etc.) Conventional
Exterior Walls Material Stucco/Wd. Roof Material Wood Shingle
Is the property located in a HUD identified Special Flood Hazard Area? [X] No [ ] Yes

PROPERTY RATING	Good	Avg	Fair	Poor
Condition of Exterior		X		
Compatibility to Neighborhood		X		
Appeal and Marketability	X			

Special Energy Efficient Items: The value estimate has been completed with information taken from data quick and an inspection from the street and should not be considered a full appraisal.

Comments: The subject fronts the golf course which is desirable in subject neighborhood. The subject has average landscaping and is estimated to be in overall average condition.

MARKET COMPARABLE ANALYSIS PRIOR TO IMPROVEMENT

ITEM	SUBJECT	COMPARABLE NO. 1	+(-) $ Adjust	COMPARABLE NO. 2	+(-) $ Adjust	COMPARABLE NO. 3	+(-) $ Adjust
Address	7686 Buena Rancho Cuca	7454 Via Salsipuede Doc # 257913		7470 Alta Cuesta Doc # 301299		7461 Buena Vista Doc # 282842	
Proximity to Subject		3 blks. North		3 blks. North		3 blks. North	
Sales Price	$ N/A		$ 160,000		$ 155,500		$ 138,000
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Date of Sale/Time	N/A	7/95 clsd.		8/95 clsd.		8/95 clsd.	
Location	Fronts Golf	Equal		Inferior	7,000	Inferior	7,000
Site/View	8500/*Golf	8475/*Golf		8505/*None		8400/*None	
Age	1954	1955		1957		1952	
Condition	Average	Average		Average		Below Avg.	10,000
Above Grade Room Count (Total / Bdrms / Baths)	7 / 3 / 2	7 / 3 / 2		7 / 3 / 2		7 / 3 / 1.5	2,000
Gross Living Area	1,624 Sq.Ft.	1,592 Sq.Ft.	1,000	1,828 Sq.Ft.	-6,100	1,520 Sq.Ft.	3,100
Heating/Cooling	FAU/None	FAU/None		FAU/None		FAU/None	
Garage/Carport	Garage-2	Garage-2		Garage-2		Garage-2	
Porches, Patio, Pools, etc.	Patio None	Patio None		Patio None		Patio None	
Special Energy Efficient Items	*Gd. View None	*Avg. View None	5,000	*Avg. View None	5,000	*No View None	15,000
Other (e.g. kitchen equip., remodeling)	Fireplace-1 AP #'s	Fireplace-1 0207-353-11		Fireplace-2 0207-043-03	-1,500	Fireplace-1 0207-043-24	
Net Adj. (total)		[X] + [ ] -	$ 6,000	[X] + [ ] -	$ 4,400	[X] + [ ] -	$ 37,100
Indicated Value of Subject			$ 166,000		$ 159,900		$ 175,100

General Comments: This is a Limited Appraisal/Summary Appraisal Report. Estimated Value is as of September 14, 1995.

The information shown on this report is derived from an inspection of the neighborhood and exterior inspection of the subject property and market comparables. The estimated market value is based upon the information and the knowledge of the undersigned. This report is not to be construed as an appraisal report.

ESTIMATED MARKET VALUE $ 170,000 as of Sept. 14 19 95

Completed By: Gregory A. Welch, CREA — Title: ___

Signature: Gregory A. Welch — Date: Feb. 2 19 96

Freddie Mac Form 704 — This form was produced by United Systems Software Corporation

Property Value Analysis Report

Federal Home Loan Mortgage Corporation — Owned by America's Savings Institutions

IMPACT DECISIONS

R-BUDV2 S

BORROWER/SUBJECT PROPERTY INFORMATION

Borrower: Wilde (Owner)
Census Tract: ____ Map Reference: ____
Property Address: 7686 Buena Vista Drive
Check One: ☐ SF ☐ PUD ☐ Condo ☐ 2-4 Units
City: Rancho Cucamonga County: San Bernardino State: Ca. Zip Code: 91730
Phone No. Res. ____ Loan Amount Requested $ ____ Term ____ Months Owner's Estimate of Value $ ____

No. of Rooms	No. of Bedrooms	No. of Baths	Family Room or Den	Gross Living Area	Garage/Carport (Specify Type & Number)	Porches, Patio or Pool (Specify)	Central Air
			☐ Yes ☐ No	Sq. Ft.			☐ Yes ☐ No

FIELD REPORT

NEIGHBORHOOD

Location: ☐ Urban ☐ Suburban ☐ Rural
Built Up: ☐ Over 75% ☐ 25% to 75% ☐ Under 25%
Growth Rate: ☐ Fly Dev ☐ Rapid ☐ Steady ☐ Slow
Property Values: ☐ Increasing ☐ Stable ☐ Declining
Demand/Supply: ☐ Shortage ☐ In Balance ☐ Oversupply
Marketing Time: ☐ Under 3 Months ☐ 4-6 Months ☐ Over 6 Months

	Good	Avg	Fair	Poor
Property Compatibility	☐	☐	☐	☐
General Appearance of Properties	☐	☐	☐	☐
Appeal	☐	☐	☐	☐

Present Land Use ____% 1 Family ____% 2-4 Family ____% Apts ____% Condo ____% Commercial ____% Indust ____% Vacant ____%
Change in Present Land Use: ☐ Not Likely ☐ Likely ☐ Taking Place From ____ To ____
Predominant Occupancy: ☐ Owner ☐ Tenant ____% Vacant
Single Family Price Range $____ To $____ Predominate Value $____
Single Family Age ____ Years To ____ Years Predominate Age ____ Yrs

Note: Freddie Mac does not consider race or the racial composition of the neighborhood to be reliable appraisal factors.

Comments including those factors, favorable or unfav., affecting marketability (e.g. public parks, schools, view, noise): ____

SUBJECT PROPERTY

Approximate Year Built 19__ No. Units ____ No. Stories ____
Type (detached, duplex, semi-det., etc.) ____
Design (rambler, split level, etc.) ____
Exterior Walls Material ____ Roof Material ____
Is the property located in a HUD identified Special Flood Hazard Area? ☐ No ☐ Yes
Special Energy Efficient Items ____

PROPERTY RATING	Good	Avg	Fair	Poor
Condition of Exterior	☐	☐	☐	☐
Compatibility to Neighborhood	☐	☐	☐	☐
Appeal and Marketability	☐	☐	☐	☐

Comments (favorable or unfavorable including any deferred maintenance): ____

MARKET COMPARABLE ANALYSIS PRIOR TO IMPROVEMENT

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	7686 Buena Rancho Cuca	7723 Calle Casino Pending Sale					
Proximity to Subject		1 blk. South					
Sales Price	$ N/A		$ 187,500		$		$
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Date of Sale/Time	N/A	PENDING					
Location	Fronts Golf	Equal					
Site/View	8500/*Golf	9200/*Golf					
Age	1954	1949					
Condition	Average	Good	-10,000				
Above Grade Room Count (Total / Bdrms / Baths)	7 / 3 / 2	7 / 3 / 2					
Gross Living Area	1,624 Sq. Ft.	1,726 Sq. Ft.	-3,100	Sq. Ft.		Sq. Ft.	
Heating/Cooling	FAU/None	FAU/None					
Garage/Carport	Garage-2	Garage-2					
Porches, Patio, Pools, etc.	Patio None	Patio None					
Special Energy Efficient Items	*Gd. View None	*Gd. View None					
Other (e.g. kitchen equip., remodeling)	Fireplace-1 AP #'s	Fireplace-1 0207-052-15					
Net Adj. (total)		☐ + ☒ -	$ -13,100	☐ + ☐ -	$	☐ + ☐ -	$
Indicated Value of Subject			$ 174,400		$		$

General Comments: ____

The information shown on this report is derived from an inspection of the neighborhood and exterior inspection of the subject property and market comparables. The estimated market value is based upon this information and the knowledge of the undersigned. This report is not to be construed as an appraisal report.

ESTIMATED MARKET VALUE $ ____ as of Sept. 14 19 95

Completed By: Gregory A. Welch, CREA Title: ____

Signature: Gregory A. Welch Date: Feb. 2 19 96

Freddie Mac Form 700

This form was produced by United Systems Software Corporation - Mesa, AZ

Borrower/Client Wilde (Owner)
Address 7686 Buena Vista Drive
City Rancho Cucamonga County San [illegible]ino State Ca Zip Code 91730
Lender/Client

SUBJECT INFORMATION:
APN 0207-051-070
Tract 02573-00 Red Hill Estate No 3, Lot 85 EX

SITE COMMENTS:
Lot size of subject property is 11,200 square feet and appraiser estimates a usable lot size of 8,500 square feet due to slope area.

LIMITED APPRAISAL INFORMATION:
The highest level of reliability is a "Complete Appraisal" performed without invoking the Departure Provision contained in the Uniform Standard of Professional Appraisal Practice. "Limited Appraisals" performed under and resulting from invoking the Departure Provision have varying levels of reliability. This report is a "limited appraisal" report and should not be considered a "complete appraisal". A "limited appraisal" is appropriate to this assignment as the subject is a residential property with adequate comparable sales to form a reasonable estimate of value. The sales comparison approach was the only approach used and the cost approach and income approach were not included.
The appraiser viewed the subject property and all comparable properties from the street. Information from the public record and other data deemed reliable have been used to form an opinion as to the size, room count and amenities of the subject property. the lack of a personal inspection of the interior and grounds of the subject property reduces the reliability of the appraisal report.

LOCATION ADJUSTMENTS:
Sales 2 and 3 were inferior in location relative to the subject as they did not front Red Hill Golf Course. Sale 1 and listing were similar in located as sale 1 sides the golf course and pending sale fronts golf course.

SQUARE FOOTAGE ADJUSTMENTS:
SQuare footage adjustments were based on $30 per square foot of living area. No lot adjustments were made as lot utility was similar to the subject due to slope areas which limit lot utility.

CONDITION ADJUSTMENTS:
Sale 2 was estimated to be in below average condition at time of purchase as sales price was below average for area. Pending sale 4 was in superior condition relative to the subject as it was superior in upgrades, maintenance and improvements.

VIEW ADJUSTMENTS:
Sales 1, 2 and 3 were inferior to the subject in view. Pending sale was equal in view relative to the subject property.

SALES HISTORY COMMENTS:
According to the public records the subject was last transferred to Wilde in 3/89 for $225,000. According to the Public Record all other sales used had not previously transferred within the past 12 months.

COMMENTS ON MARKET DATA:
Equal weight was given to all sales as they were all located in subject marketing area and were most recent comparables available. Appraiser gave much weight to pending sale as it was best comparable in location and view.

Borrower/Client Wilde (Owner)

Address 7[illegible] Buena Vista Drive

City Rancho Cucamonga County San [illegible]ino State Ca. Zip Code 91730

Lender/Client

FRONT OF SUBJECT PROPERTY

REAR OF SUBJECT PROPERTY

STREET SCENE

[illegible]MPARABLE SALES PHOTO ADD[illegible]NDUM

Borrower/Client: Wilde (Owner)

Address: 7086 Buena Vista Drive

City: Rancho Cucamonga County: San B[illegible]ino State: Ca Zip Code: 91730

Lender/Client:

COMPARABLE SALE #1

7484 Via Salsipuede
Doc # 257913

Sale Date: 7/95 clsd

Sale Price: $160,000

COMPARABLE SALE #2

7470 Alta Cuesta
Doc # 301290

Sale Date: 8/95 clsd

Sale Price: $155,500

COMPARABLE SALE #3

7481 Buena Vista
Doc # 282842

Sale Date: 8/95 clsd.

Sale Price: $138,000

9704335487

…MPARABLE SALES PHOTO ADD…DUM

Borrower/Client: Wilde (Owner)
Address: 7886 Buena Vista Drive
City: Rancho Cucamonga County: San Ber[illegible]ino State: Ca. Zip Code: 91730
Lender/Client:

COMPARABLE SALE #1

7723 Calle Casino
Pending Sale

Sale Date: PENDING
Sale Price: $187,500

COMPARABLE SALE #2

Sale Date:
Sale Price:

COMPARABLE SALE #3

Sale Date:
Sale Price:

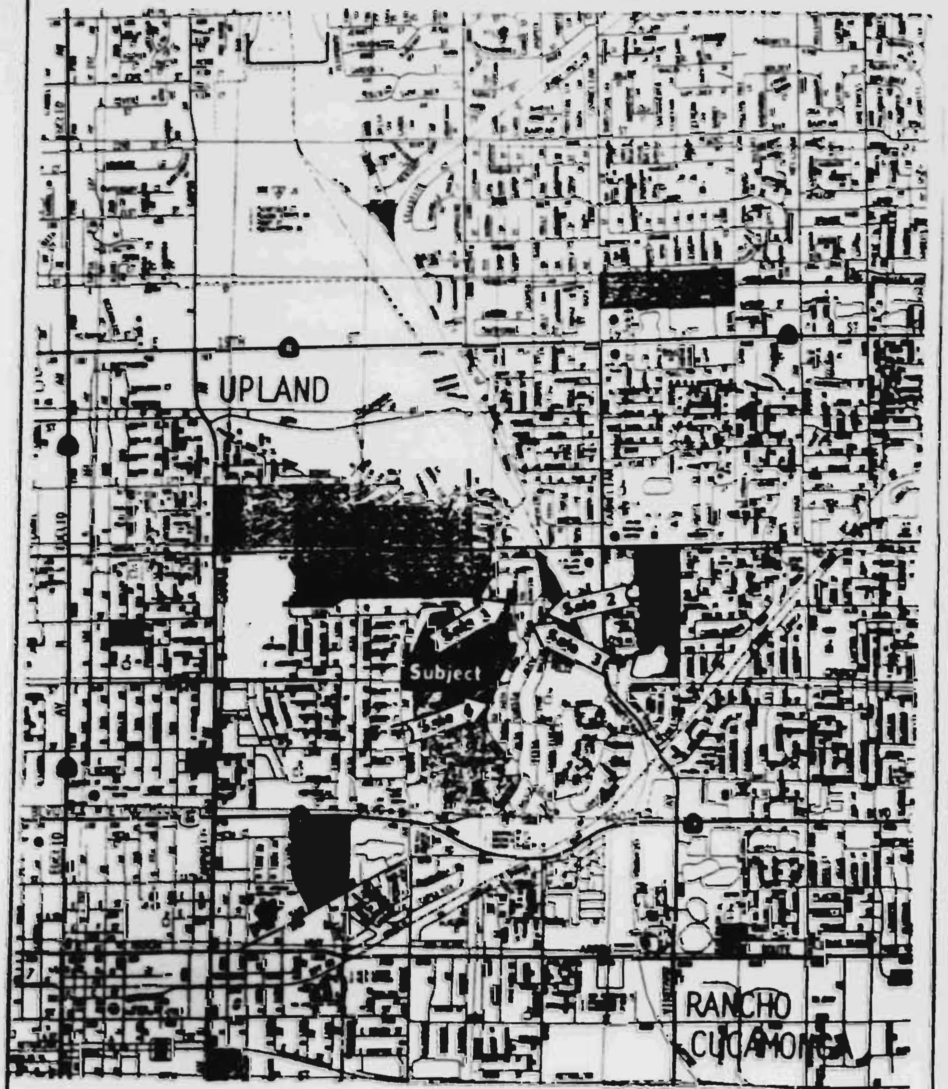
97043335488

Borrower/Client Wilde (Owner)

Address 7686 Buena Vista Drive

City Rancho Cucamonga County San dino State Ca Zip Code 91730

Lender/Client



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SAN BERNARDINO               Copyright (c) 1995  Datequick Information Network
APN    : 0207-051-07        USE : SINGLE FAMILY RESIDENC PHONE :
OWNRS  : WILDE,LINDA M                        PG-GRD:(old) 11-E2 (new) 602-F
SITE   : 7686 BUENA VISTA DR*RAN[illegible]CUCAMONGA C  91730   CENSUS: 8.123
MAIL   : 7686 BUENA VISTA DR*RAN[illegible]CUCAMONGA C  91730   PROPTY: RESIDENTIAL
LEGAL  : TRACT NO 2573 RED HILL ESTATE NO 3 LOT 85  T/B/L: 2573-00//85
ASSD   : $200,000     TXAREA: 15011       SALEDT: 03/14/89    SALEAM: $225,000F
LAND   : $70,000      TAXAMT: $2,298.57   DOC#  : 89458       LENDER: GREAT WESTEF
%IMPRV: 65%           TXSTAT: CURRENT     TITLE : TICOR TITL  1STLN : $202,500
OWNSHP: SOLE OR SEP   EXEMPT: HOMEOWNER   $/SQFT: $138.54      +ADDL:
YRBLT  : 1954         SQR/FT: 1624        PREVDT:             PREVAM: UNAVAIL
ROOMS  : 6            FLOOR1: 1624        CONSTR: WOOD FRAME  PL/SPA:
BEDBTH: 3/2.0         FLOOR2:             STRUCT: MODERN      VIEW  : Y   #FP: 1
#FAMRM: 1             FLOOR3:             CONDTN: AVERAGE     SLOPE : SLOPE
#UNITS: 1   #ST: 1    ADDTNL:             QUALTY: 6.5         HEATNG: BASEBOARD
EFFYB  : 1954         BSMTSF:             SHAPE : COMPLEX     COOLNG:
GAS    : Y  WATR: Y   PATIO : 227         ROOF  : SHAKE       #GARSP: 2
SEWER  : NO           LOTSZ : 11200       ACCESS: PUBL PAVED  GARTYP: ATTACHED
ELECTR: OVERHEAD      DIMENS: 80x140      LAST TRANS W/O $:
-----------------------------------------------------------------------------
*** DETAIL FINISHED ***
     1 RECORDS PRINTED
PRESS RETURN TO CONTINUE >
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Addendum to the Limited Appraisal

Supplement to the Limited Walk-Through and Property Value Analysis Reports

SUBJECT PROPERTY ADDRESS	7686 Buena Vista Drive
APPLICANT NAME	RE Wilde
LOAN NUMBER	N/A

This is a SUMMARY APPRAISAL REPORT which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (herein referred to as USPAP). This Report is the result of a LIMITED APPRAISAL process in that certain allowable departures from specific guidelines of the USPAP were invoked. See Section below for specific Departures.

LIMITING CONDITIONS (Also refer to FNMA 1004/FHLMC 439) SR 2-2(c)(vi)

-No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable. The property is appraised free and clear of any or all liens and encumbrances. Responsible ownership and competent property management are assumed. These conditions are assumed unless otherwise noted in this report.

-Appraiser will not give testimony in court regarding the subject appraisal unless specific arrangements have been made beforehand.

ADDITIONAL ENVIRONMENTAL LIMITING CONDITIONS. The appraiser has noted in the appraisal report any adverse conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

-Any information furnished by others and used in the analysis or report, is believed to be reliable, however, no warranty is given for its accuracy.

-Appraiser must provide written consent before any or all of the content can be provided to anyone but the client, borrower, successor or assignees of the mortgage, mortgage insurer, consultants, professional appraisal organizations, any state or federal approved financial institution, any United States or District of Columbia agency, except the property description to data collection or reporting services. Written consent and permission is required for advertising, public relations, news, sales or other media.

STANDARDS 2-3, USPAP, CERTIFICATION SR 2-3

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. If present or prospective interest is indicated, see attached explanation.
- my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with USPAP.
- I/We have not made a personal interior inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this report, unless specified elsewhere in the Appraisal Report.

PROPERTY TYPE DEFINITIONS AND SPECIFIC LIMITING CONDITIONS/DEPARTURES SR 2-2(d)

XXX	PROPERTY VALUE ANALYSIS REPORT (PVAR) - a PVAR is a limited appraisal under the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal departs from the following sections of USPAP Standards Rule 1: 1-2(c), 1-4(a), 1-4(b), ii, iv, v, vi. At the client's request, the appraiser has not contacted the applicant, owner, or occupants of the subject property. An inspection of the subject property has been made from the street only, with no interior inspection of the dwelling or other improvements. The property characteristics are based on information published by the state, county, or city with jurisdiction. For purposes of this appraisal, the overall condition of the subject property is assumed to be consistent with that visible from the street. See Extent of Research, below.
N/A	LIMITED WALK-THROUGH - A Limited Walk-Through is a limited appraisal under the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal departs from the following sections of USPAP Standards Rule 1:1-2(c), 1-4(a), 1-4(b), ii, iv, v, vi. At the client's request, the appraiser has inspected the interior and exterior of the subject improvements. The appraiser has measured, calculated, and reported the gross living area of the subject dwelling. See Extent of Research, below. Any deviation from or addition to these procedures is noted as follows:

9/043835491

Addendum to the Limited Appraisal, continued

EXTENT OF RESEARCH: SR 2-2(c)(x) For this appraisal, a search of all available data resources was made to determine market trends, influences and other significant factors pertinent to the valuation of the subject property. A minimum of three confirmed market transactions were analyzed and compared to the subject, considering physical and/or locational differences. The research and collection of data is sufficient in quantity to express an opinion of value as defined herein.
MARKET VALUE: SR 2-2(c)(v) The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in the definition is the consummation of a sale as of a specified date and the passing title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and acting in what they consider their best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
ASSIGNMENT/RELEASE OF INFORMATION: The appraiser cannot disclose the contents of the appraisal report except as provided for by USPAP and by any State or Federal laws.
CONDITION OF THE APPRAISAL: If the appraiser has based his or her appraisal report and valuation conclusion on an appraisal that is SUBJECT TO satisfactory completion, repairs, or alterations then it is on the assumption that completion of the improvements will be performed in a workmanlike manner.
STANDARDS RULE 2-2(c) REPORTING ISSUES:
i - The subject has been identified by the situs address, lot and tract numbers and the assessor parcel number.
ii - The real property interest being appraised is Fee Simple.
iii - PURPOSE: The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The FUNCTION of the appraisal is to assist in evaluating the subject property for lending or other purposes.
VALUATION PROCEDURES: SR 2-2(c)(viii) SALE COMPARISON ANALYSIS: The Market Approach is given most weight in the final value estimate as it best reflects the actions of buyers and sellers in the open marketplace. COST APPROACH: Unless noted elsewhere in the appraisal, The Cost Approach to value has not been utilized at the request of the client. INCOME APPROACH: Unless noted elsewhere in the appraisal, the Income Approach to value has not been utilized at the request of the client. The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach may not apply.
SPECIFIC FILE INFORMATION: This should be included in each report and the appraiser's working files. This addendum can only be relied upon by a reader familiar with the original report and any attachments.
HIGHEST AND BEST USE: SR 2-2(c)(ix) The Highest and Best Use of the subject property is "as improved" unless otherwise stated in the report. The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated. The property is appraised assuming that all required licenses, certificates of occupancy, consent or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based, unless otherwise stated.
LISTING AND SALES HISTORY OF THE SUBJECT: The property is not currently listed for sale, it has not been listed for sale in the last 12 months, and it has not transferred title within the last 12 months unless otherwise noted specifically in the report.
PERSONAL PROPERTY: Unless otherwise stated in the report, no consideration has been given to the value of any personal property; only the real property has been considered.
MARKETING TIME: Unless otherwise stated in the report, the estimated marketing time for the subject is the same as that of the neighborhood. This information is based on data noted in the appraiser's files.
Gregory A Welch Gregory A. Welch, #AL010665, 11/14/98 APPRAISER NAME - LICENSE/CERTIFICATION NUMBER AND DATE OF EXPIRATION Date 2-2-96
N/A SUPERVISORY NAME - LICENSE/CERTIFICATION NUMBER AND DATE OF EXPIRATION Date

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 28, 1996

Gregory T. Annigian, Esq.
818 N. Mountain Avenue, Suite 101
Upland, CA 91786

RE: MUR 4368

Dear Mr. Annigian:

This letter acknowledges receipt on May 20, 1996, of your complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). The respondent(s) will be notified of this complaint within five days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be sworn to in the same manner as the original complaint. We have numbered this matter MUR 4368. Please refer to this number in all future communications. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Colleen T. Sealander, Attorney
Central Enforcement Docket

Enclosure
Procedures

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 28, 1996

Linda Marie Wilde
7686 Calle Casino
Rancho Cucamonga, CA 91730

RE: MUR 4368

Dear Ms. Wilde:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4368. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

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If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Colleen T. Sealander, Attorney
Central Enforcement Docket

Enclosures
1. Complaint
2. Procedures
3. Designation of Counsel Statement

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 28, 1996

Thomas Keiser, Treasurer
Wilde for Congress
8311 Haven Avenue, #150
Rancho Cucamonga, CA 91730

RE: MUR 4368

Dear Mr. Keiser:

The Federal Election Commission received a complaint which indicates that Wilde for Congress ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4368. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against the Committee and you, as treasurer, in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Colleen T. Sealander, Attorney
Central Enforcement Docket

Enclosures
1. Complaint
2. Procedures
3. Designation of Counsel Statement

FEDERAL ELECTION COMMISSION
Washington, DC 20463

May 28, 1996

D. Linn Wiley, President
Citizens Business Bank
701 N. Haven Avenue, Suite 350
Ontario, CA 91764

RE: MUR 4368

Dear Mr. Wiley:

The Federal Election Commission received a complaint which indicates that the Citizens Business Bank (fka Chino Valley Bank) may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4368. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against the Citizens Business Bank in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Colleen T. Sealander, Attorney
Central Enforcement Docket

Enclosures
1. Complaint
2. Procedures
3. Designation of Counsel Statement

970430334299

MANATT
PHELPS
PHILLIPS
ATTORNEYS AT LAW

Ronald B. Turovsky
Direct Dial: (310) 312-4249
Internet: rturovsky@manatt.com

June 6, 1996

Colleen T. Sealander, Esq.
Central Enforcement Docket
Federal Election Commission
Washington, D.C. 20463

Re: Citizens Business Bank (f/k/a Chino Valley Bank) -- MUR 4368

Dear Ms. Sealander:

I have enclosed the Statement of Designation of Counsel for Citizens Business Bank, which designates Ronald B. Turovsky of Manatt, Phelps & Phillips, LLP, as counsel for the Bank in connection with the above-referenced matter.

Please feel free to give me a call at (310) 312-4249 if you have any questions.

Very truly yours,

Ronald B. Turovsky

Ronald B. Turovsky
Manatt, Phelps & Phillips, LLP

RBT:psl
Enclosure

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RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

JUN 10 12 05 PM '96

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4368

NAME OF COUNSEL: RONALD B. TUROVSKY

ADDRESS: MANATT, PHELPS & PHILLIPS, LLP
11355 W. Olympic Boulevard
Los Angeles, California 90064

TELEPHONE: (310) 312-4249

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

CITIZENS BUSINESS BANK

June 5, 1996
Date

By [signature]
D. LINN WILEY
President

RESPONDENT'S NAME: CITIZENS BUSINESS BANK

ADDRESS: 701 N. Haven Avenue, Suite 350
Ontario, California 91764

HOME PHONE:

BUSINESS PHONE: (909) 980-4030

9 6 0 4 0 3 0 3 0 3 0 1

BRUCE HERSCHENSOHN
Honorary Chairman

IRA NORRIS
Chairman

Judge Linda
Wilde
for United States
CONGRESS

HARRY CROWELL
Finance Chairman

DEE STICKNEY
Volunteer Coordinator

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COMMISSION
OFFICE OF GENERAL
COUNSEL

JUN 11 2 37 PM '96

7 June 1996

Colleen T. Sealander, Esq.
Office of the General Counsel
Federal Election Commission
999 E Street, NW
Washington, DC 20463

re: MUR 4368

Dear Ms. Sealander:

Attached to this letter is my affidavit in response to the complaint filed by Greg Annigian. Please feel free to contact me if you require additional information. Thank you for the opportunity to address this matter.

Sincerely,

Linda M. Wilde

9 7 0 4 3 3 3 3 5 0

MUR 4368

AFFIDAVIT OF LINDA M. WILDE

I, LINDA M. WILDE, being first duly sworn, declare and say:

1. I am the Republican nominee for Congress in California's 42nd District. I am responding to a complaint filed by Attorney Greg Annigian. If called on to testify, I would and could competently testify to the following facts, said facts being within my personal knowledge.

2. In or around August, 1995, I applied for a loan from Chino Valley Bank. This loan was finalized on 14 September 1995, the day before I formally announced my intention to run for Congress (and approximately one month before I qualified as a "candidate" under FEC rules.) The loan fully complies with FEC requirements for loans taken by a candidate: The loan was given to me in the ordinary course of business. It was evidenced by a written instrument. It bears an ordinary interest rate. It contains a repayment schedule. It is fully secured by a second deed of trust on my residence. A true and correct copy of the note and deed of trust are attached hereto as Exhibit "A".

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OFFICE OF GENERAL
COUNSEL

JUN 11 2 37 PM '96

3. I purchased my house in 1989 for $225,000. The legal address of the house is 7686 Buena Vista, Rancho Cucamonga, California. The house cannot be seen or accessed from Buena Vista. It fronts Calle Casino Lane, which is a private road. All six houses on this road have unobstructed views of the golf course, which is rare in this neighborhood.

4. Shortly after I bought it, I took a second deed of trust out on the home (which has since been paid off.) The home was appraised for $250,000 in 1990.

5. Based on the foregoing facts, I believe the value of the house to be $250,000 prior to the time the real estate market fell in value around 1991.

6. In 1993, I re-financed the house. At that time, I had a full appraisal done on the house. It appraised for $225,000. A true and correct copy of the appraisal is attached hereto as Exhibit

9 7 0 4 3 3 3 5 0 3

"B".

7. Between the time I bought the house in 1989 and the time I re-financed in 1993, I did the following work to the house:

LIVING ROOM:
* Re-wired
* Re-stored the hardwood floors
* Replaced picture window
* Shuttered southern window
* Installed fireplace screen with glass doors
* Recessed lighting installed
* Painted

HALLWAY:
* Removed carpet (which did not match adjacent carpet)
* Painted
* Replaced wrought iron hardware on closet with solid brass
* Re-shelved hall closet for more efficient storage space

BACK BATHROOM:
* Re-wired
* Repaired stained bathtub
* Removed 1950's wallpaper

TWO BACK BEDROOMS:
* Removed 1950s wallpaper
* Removed carpet
* Painted

MASTER BEDROOM:
* Removed carpet
* Painted
* New drapes
* Cracks in wall repaired
* Re-shelved closet for more efficient storage space

MASTER BATHROOM:
* Re-wallpapered

KITCHEN:
* Re-wallpapered
* Re-wired
* Replaced old lighting fixture

GARAGE:
* Removed solid wood panel door; replaced with windowed, panel door

ENTIRE HOUSE:
* Installed security system

8. Attached as Exhibit "C" is a photograph showing the house as it looked in 1989 when I purchased the house. Attached as Exhibit "D" is a photograph showing the house as it looked in 1993 when it was re-financed.

9. After I re-financed in 1993, I made major improvements to the dining room and the kitchen. Attached as Exhibit "E" is a photograph showing how the dining room looked in 1993 when the house was re-financed. (The picture was taken around December, 1991.) Attached as Exhibit "F" is a picture of the dining room as it looks now. Attached as Exhibit "G" is a picture of the kitchen as it looks now.

10. Subsequent to the appraisal in 1993 and prior to my receiving the loan in 1995, I did the following work on the house:

DINING ROOM:
* Replaced sliding door with four-paneled French door
* Replaced southern window with French window
* Installed track lighting
* New outlets and electrical fixtures installed
* Insulated
* Drywalled
* Painted
* Removed old carpet and replaced with high grade Scotchguard carpet
* High grade decorative borders and baseboard

KITCHEN:
* Re-wallpapered with Brunschwig & Fils paper
* New flooring
* New brass hardware (in place of wrought iron)
* Re-milled cabinets
* Painted

GARAGE:

* Insulated
* Drywalled
* Shelves added for more storage

11. Because of the major improvements I had made since the full appraisal in 1993, I estimated the value of my home to be $250,000 when I applied for the subject loan to Chino Valley Bank in 1995.

12. I informed the bank I would be on unpaid leave of absence from my Superior Court judgeship, for which I am paid $107,390 a year, until either April 1, 1996 or November, 1996. When I applied for the loan, I offered Chino Valley Bank various forms of security for the loan, including my IRA (valued at $64,000); miscellaneous bonds and mutual funds investments; my antiques and fine arts. The bank lent me only $50,000 of the $80,000 for which I applied. The bank took a second deed of trust to secure the loan (reference Exhibit "A".)

13. I believe the "appraisal" done by attorney Annigian (who represents a candidate who lost to me in the primary) is a sham. This is a "drive-by" appraisal, known to be unreliable. Attached is a recent news article about these types of appraisals. On its face, the Annigian appraisal states:

> "...the lack of a personal inspection of the interior and grounds
> of the subject property reduces the reliabilitiy of the appraisal report."

14. The Annigian appraisal is inaccurate in many respects:

> *He understates the square footage of my house
> *He states that I have no pool - I do
> *He states that I have only 1 fireplace - I have 2.
> *He states that I have no cooling system - I have central air
> *He states that the "Pending Sale 4 was in superior condition...
> as it was superior in upgrades, maintenance and improvements"
> and he states it has a comparable view - none of that is true.

15. The full appraisal I had done in 1993 indicates that property values in my

neighborhood range from the $150,000s to the $300,000s, with the average being $225,000. I believe that Annigian's appraisal focused on the low range of homes and ignored the differential values in the neighborhood.

16. I am informed and believe that the house which is 2 doors down from mine just sold for $215,000. This house is adjacent to the private road and has a comparable view. The lot is larger than mine, but the house is in poor condition inside. The kitchen is only about 10' x 6'. It is very dark and has fixtures circa 1940. There is a hole in the adobe on the outside of the house. The patio on the south side of the house was removed prior to the sale (allegedly from termite damage.)

17. Based on the foregoing, I pray that the commission find that my loan complied with FEC requirements; an dismiss the complaint.

FURTHER, AFFIANT SAITH NOT.

Dated this 7 day of June 1996 at Rancho Cucamonga, California

Linda M. Wilde

FIRST AMERICAN

STATE OF CALIFORNIA } ss.
COUNTY OF San Bernardino }

On June 7, 1996, before me, Stephanie L. Mannigel,
personally appeared **
Linda M. Wilde**********************************, ~~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 Stephanie L. Mannigel

STEPHANIE L. MANNIGEL
COMM. # 104[illegible]
Notary Public — California
SAN BERNARDINO COUNTY
My Comm. Expires NOV 6, 1998
NNA1

(This area for official notarial seal)

Title of Document Affidavit
Date of Document ______ No. of Pages 2
Other signatures not acknowledged ______

3098 (1/94) (General)
First American Title Insurance Company

970433333503

YOUR COPY

CHINO VALLEY BANK
255 NORTH EUCLID AVENUE
ONTARIO, CA 91762

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

LINDA M. WILDE
7686 CALLE CASINO
RANCHO CUCAMONGA, CA 91730

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above, jointly and severally.

Loan Number
Date SEPTEMBER 14, 1995
Maturity Date MAR. 11, 1997
Loan Amount $ 50,000.00
Renewal Of

TERMS FOLLOWING A ☐ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of FIFTY THOUSAND AND NO/100* Dollars $ 50,000.00 plus interest from SEPTEMBER 20, 1995 at the rate of 11.250 % per year until MARCH 11, 1997.

☒ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of $ 100.00, and it will be ☒ paid in cash. ☐ paid pro rata over the loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due:

Principal due:

(b) ☒ This note has 18 payments. The first payment will be in the amount of $ 694.14 and will be due OCTOBER 11, 1995. A payment of $ 694.14 will be due on the 11TH day of each MONTH thereafter. The final payment of the entire unpaid balance of principal and interest will be due MARCH 11, 1997.

INTEREST - Interest accrues on a ACTUAL/365 basis.

☒ MINIMUM INTEREST CHARGE - I agree to pay a minimum interest charge of $ 100.00 if I pay this loan off before you have earned that much in interest.

☒ LATE CHARGE - I agree to pay a late charge on the portion of any payment made more than 10 days after it is due equal to 5.000% OF THE LATE PAYMENT WITH A MINIMUM OF $5.00

☒ COMPOUNDING - This note provides for the compounding of interest.

☒ POST-MATURITY INTEREST - Interest will accrue at the rate of 21.000 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

☐ RETURNED CHECK CHARGE - To the extent not prohibited by law, you agree to pay us $ for each check presented for payment which is dishonored because of insufficient funds or no account.

THE PURPOSE OF THIS LOAN IS CONSUMER: ACCOMMODATE LIVING EXPENSES DURING CANDIDACY PERIOD.

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☒ is ☐ is not further secured.

(a) ☒ This loan is secured by DEED OF TRUST, dated SEPTEMBER 14, 1995

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for PERSONAL purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments
11.400 %	$ 8,029.41	$ 49,900.00	$ 57,929.41

I have the right to receive at this time an itemization of the Amount Financed.
YES - I want an itemization.
NO - I do not want an itemization.

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
17	$ 694.14	MONTHLY BEGINNING OCTOBER 11, 1995
1	$ 46,129.03	MARCH 11, 1997
	$	
	$	

"e" means an estimate.
$ Filing Fees
$ Nonfiling Insurance

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security - I am giving a security interest in:
☐ the goods or property being purchased.
☐ collateral securing other loans with you may also secure this loan.
☒ my deposit accounts and other rights to the payment of money from you.
☒ (brief description of other property) 7686 Buena Vista Rancho Cucamonga, CA 91730
☐ Required Deposit - The annual percentage rate does not take into account my required deposit.

☒ Late Charge - I will be charged a late charge on the portion of any payment made more than 10 days after it is due equal to 5.000% OF THE LATE PAYMENT WITH A MINIMUM OF $5.00

Prepayment - If I pay off this note early, I ☒ may ☐ will not have to pay a penalty.
☒ If I pay off this note early, I will not be entitled to a refund of part of the finance charge.

☒ Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		

I ☐ do ☐ do not want credit life insurance.
I ☐ do ☐ do not want credit disability insurance.
I ☐ do ☐ do not want joint credit life insurance.
I ☐ do ☐ do not want ________ insurance.

x ________ DOB
x ________ DOB

PROPERTY INSURANCE - I may obtain property insurance from or through anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ ________ for ________ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from or through anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ ________ for ________ of coverage.

(Optional)
Signed ________ For Lender
Title ________

ITEMIZATION OF AMOUNT FINANCED
AMOUNT GIVEN TO ME DIRECTLY $
AMOUNT PAID ON MY (LOAN) ACCOUNT $
$
AMOUNTS PAID TO OTHERS ON MY BEHALF
to Insurance Companies $
to Public Officials $
$
See attached Exhibit "A" $
Addendum to Disclosure $
(less) PREPAID FINANCE CHARGE(S) $
Amount Financed $
(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE SEPARATE NOTICE TO COSIGNER BEFORE SIGNING.

Signature X LINDA M. WILDE

Signature

9704333509

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of California. The federal Truth-in-Lending disclosures on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. No late charge will be assessed under the conditions described in the "Disability Insurance Claim" paragraph below. The actual amount of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

USURY - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCRUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:
(a) If the note is payable on demand, on the date you make demand for payment.
(b) If the note is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
(c) On the date of the last scheduled payment of principal, or
(d) On the date you accelerate the due date of this loan (demand immediate payment).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DISABILITY INSURANCE CLAIM - As provided by California Civil Code Section 1812.400 et seq., if you have directly participated in, arranged, or received a commission or other compensation for the sale of credit disability insurance to me, you will not invoke any of your remedies against me because of my nonpayment of any sum due during a disability claim period. A disability claim period begins on the due date of the first payment I don't pay for which I claim disability coverage arising from a then current disability and continues for three calendar months or until the insurer pays or rejects my claim, whichever occurs first.

DEFAULT - Subject to any limitations in the "Real Estate or Residence Security" or "Disability Insurance Claim" paragraphs above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:
(a) I fail to make a payment in full when due;
(b) I die, am declared incompetent, or become insolvent;
(c) I fail to keep any promise I have made in connection with this loan;
(d) I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
(e) I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
(f) Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
(g) The Property is damaged, destroyed or stolen;
(h) I fail to provide any additional security that you may require;
(i) Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
(j) Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "Real Estate or Residence Security" or "Disability Insurance Claim" paragraphs above, if I am in default on this loan or any agreement securing this loan, you may:
(a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
(b) Use the right of set-off as explained below;
(c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
(d) Make a claim for any and all insurance benefits or refunds that may be available on my default;
(e) Use any remedy you have under state or federal law; and
(f) Use any remedy given to you in any agreement securing this loan.

Unless otherwise provided by law, by choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you, to the extent not prohibited by law.

"Right to receive money from you" means:
(a) Any deposit account balance I have with you;
(b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
(c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a purchase money loan, you may include the name of the seller on the check or draft for this loan.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:
(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and
(b) Payments on the purchase money loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in California. The firm will be reasonably acceptable to you. However, I voluntarily choose the insurance agent or broker through whom the insurance is obtained and you do not condition the making of this loan upon the selection of a particular insurance agent or broker. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" or "DISABILITY INSURANCE CLAIM" paragraphs, you may (after giving notice and waiting a period of time, if required by law):
(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate disclosed on page 1 until paid in full.
(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion.
(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure any default, as required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME ______________________________

X

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

970433351C

EXHIBIT "A"

ADDENDUM TO DISCLOSURE

AMOUNT PAID TO YOU:

Deposited to	$50,000.00
Total Amount paid to you:	$50,000.00
AMOUNT PAID IN CASH:	
Amerimax Flood Certification	$ 20.00
First American Title Insurance Co. and Recording Fees	128.00
Total Paid in Cash	$ 148.00
PREPAID FINANCE CHARGES:	
Loan Fee	$ 100.00
Total Prepaid Finance Charges	$ 100.00
AMOUNT FINANCED:	$49,900.00

97043335511

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE INSURANCE CO.

RECORDING REQUESTED BY
CHINO VALLEY BANK

WHEN RECORDED MAIL TO
Chino Valley Bank
P.O. Box 986
Claremont, CA 91711-0986

(Ontario)

Recorded in Official Records, County of San Bernardino, Errol J. Mackzum, Recorder

Doc No. 19950327917
3:00pm 09/21/95

First American Title # 601

PG	FEE	APT	[illegible]	PR CPY	CRT CPY	ADD [illegible]	[illegible] PR	PCOR
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12			$___				001	I
NON ST	LN	SVY	CIT-CO	TRANS TAX		NO FEE	CHRG	EXAM

7032240136

97043363

DEED OF TRUST

This Deed of Trust, made this 14th day of September, 1995, between, LINDA M. WILDE, AN UNMARRIED PERSON herein called Trustor, whose address is 7686 Calle Casino, Rancho Cucamonga, CA 91730

and COMMUNITY TRUST DEED SERVICES, a California corporation, herein called Trustee and the Beneficiary, CHINO VALLEY BANK, a California Corporation, herein called Lender.

GRANT IN TRUST

Trustor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of San Bernardino, State of California

Lot 85, Tract No. 2573, Red Hill Estates No. 3, in the County of San Bernardino, State of California, as per plat recorded in Book 38 of Maps, pages 44 and 45, records of said county.

Excepting therefrom an undivided 1/2 of all oil, gas and other hydrocarbons as reserved in the deed from Cucamonga Investment Company, a corporation, recorded October 5th, 1923, in book 804, page 280, of deeds.

which has the address of 7686 Buena Vista, Rancho Cucamonga, CA 91730 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Trustor's note (herein "Note") dated September 14, 1995, in the principal sum of U.S. $ 50,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Trustor herein contained; and (b) repayment of any future advances, with interest thereon, made to the Trustor by Lender pursuant to paragraph 18 hereof (herein "Future Advances"), and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Trustor covenants that Trustor is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. TRUSTOR AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **Payments of Principal and/or Interest.** Trustor shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

3. **Prior Mortgages and Deeds of Trust; Liens.** Trustor shall perform all of Trustor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Trustor's covenants to make payments when due. Trustor shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

4. **Hazard Insurance.** Trustor agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the 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.

The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor.

If the Property is abandoned by Trustor, or if Trustor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Trustor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Trustor shall perform all of Trustor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. **Protection of Lender's Security.** If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Trustor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Trustor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragrap, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Trustor secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give trustor notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of trust.

9. **Trustor Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender 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 or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Trustor, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Trustor shall be joint and several.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Trustor or the Property at the Property Address or at such other address as Trustor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender,

Chino Valley Bank
P.O. Box 986
Claremont, CA. 91711-0986

or to the such other address as Lender or Agent may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of trust shall be deemed to have been given to Trustor or Lender when given in the manner designated herein.

14. **This Deed of Trust shall be governed by the Laws of the State of California.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

15. **Lender's Right to Requir[redacted]oan to be Paid Off Immediately.** If the Tru[redacted]all sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Trustor notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Trustor, invoke any remedies permitted by paragraph 16 hereof.

TRUSTOR AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

16. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall 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 shall 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 on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

17. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender 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 to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), 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.

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 the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

18. **Future Advances.** Upon request of Trustor, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Trustor, may make Future Advances to Trustor. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

19. **Reconveyance.** Upon written request of Lender 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." The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

20. **Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

21. **Request for Notices.** Trustor requests that copies of the notice of sale and notice of default be sent to Trustor's address which is furnished on page 1 of this deed.

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

MISCELLANEOUS PROVISIONS

23. **Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Trustor is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Trustor and Lender.

24. **Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

9704353514

RECORDER'S MEMO: POOR RECORD DUE TO QUALITY OF ORIGINAL DOCUMENT

Mail to:

IN WITNESS WHEREOF, TRUSTOR HAS EXECUTED THIS DEED OF TRUST

LINDA M. WILDE

State of California
County of San Bernardino
On September 15, 1995 before me, Kaycee Davis Notary Public personally appeared Linda Wilde
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that she executed the same in her authorised capacity(ies), and that by her 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

KAYCEE DAVIS
COMM. # 1064695
Notary Public — California
SAN BERNARDINO COUNTY
My Comm. Expires JUL 9, 1999

(Seal)

REQUEST FOR FULL RECONVEYANCE

COMMUNITY TRUST DEED SERVICES, TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated ____________________

Signature of Beneficiary (the "LENDER")

Signature of Beneficiary (the "LENDER")

WHEN RECORDED, MAIL TO: ____________________

ATT: ____________________

9703435515

Property Description & Analysis **UNIFORM RESIDENTIAL APPRAISAL REPORT** File No. 20705107

SB3

SUBJECT

Property Address 7686 Buena V. Drive — Tract 0003 2

City Rancho Cucamonga — County San Bernardino — State CA — Zip Code 91730

Legal Description Lot 85, Tract 2573, M.B. 38/44, 45

Owner/Occupant Wilde/Owner — Map Reference 11 E-2

Sale Price $ N/A — Date of Sale N/A

Loan charges/concessions to be paid by seller $ N/A

RE Taxes $ 2,779.37 — Tax Year 1992 — HOA $/Mo N/A

Lender/Client Central City Mortgage, 8640 Wheeler Ave., Fontana, CA 92335

PROPERTY RIGHTS APPRAISED: [X] Fee Simple [ ] Leasehold [ ] Condominium (HUD/VA) [ ] De Minimis PUD

LENDER DISCRETIONARY USE: Sale Price $ N/A; Date; Mortgage Amount $; Mortgage Type; Discount Points and Other Concessions; Paid by Seller $; Source

NEIGHBORHOOD

LOCATION	Urban	[X] Suburban	Rural
BUILT UP	[X] Over 75%	25-75%	Under 25%
GROWTH RATE	Rapid	[X] Stable	Slow
PROPERTY VALUES	Increasing	[X] Stable	Declining
DEMAND/SUPPLY	Shortage	[X] In Balance	Over Supply
MARKETING TIME	Under 3 Mos	[X] 3-6 Mos	Over 6 Mos

NEIGHBORHOOD ANALYSIS	Good	Avg	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreation Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Cond.		X		
Police & Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

PRESENT LAND USE %		LAND USE CHANGE		PREDOMINANT OCCUPANCY		SINGLE FAMILY HOUSING PRICE $(000)	AGE (yrs)
Single Family	85	Not Likely	X	Owner	X	150 Low	0
2-4 Family	5	Likely		Tenant		300 High	60
Multi-family	0	In process		Vacant (0-5%)	X	Predominant	
Commercial	0	To:		Vacant (over 5%)		225	35
Industrial	0						
Vacant	10						

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors.

COMMENTS Neighborhood is bounded on the north by Baseline Rd., on the south by Foothill Blvd., on the east by Carnelian St. & on the west by the Upland city limits. The area is a stable residential neighborhood made up mostly of detached SFR's of average to good quality. See att. sheet for more comments.

SITE

Dimensions irregular - see attached plat map

Site Area 11,200 SF — Corner Lot No

Zoning Classification L (Low Density Resid.) — Zoning Compliance Conforming

HIGHEST & BEST USE: Present Use Residential — Other Use

Topography Level pad; Size Typical; Shape Irregular; Drainage Appears adequate; View Golf Course; Landscaping Typical; Driveway Asphalt; Apparent Easements See Comments; FEMA Flood Hazard Yes No X; FEMA Map/Zone 0606710005A/ZnC

UTILITIES	Public	Other	SITE IMPROVEMENTS	Type	Public	Private
Electricity	X		Street	Asphalt	X	
Gas	X		Curb/Gutter	None		
Water	X		Sidewalk	None		
Sanitary Sewer	X		Street Lights	None		
Storm Sewer	X		Alley	None		

COMMENTS (Apparent adverse easements, encroachments, special assessments, slide areas, etc.) Typical lot for the area in size and topography. No adverse conditions were noted. Flood Map Date: 9/5/84. Please see addendum regarding subject site/location/address.

IMPROVEMENTS

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
Units	1	Foundation	Concr.Slb	Slab		Area Sq. Ft.	None	Roof	
Stories	1	Exterior Walls	Stucco	Crawl Space	Yes	% Finished		Ceiling	X
Type (Det./Att.)	Det.	Roof Surface	Wood Shk.	Basement	None	Ceiling		Walls	
Design (Style)	1-story	Gutters & Dwnspts.	None	Sump Pump	No	Walls		Floor	
Existing	Yes	Window Type	Wd & Alum	Dampness	No	Floor		None	
Proposed	No	Storm Sash	No	Settlement	No	Outside Entry		Adequacy	X
Under Construction	No	Screens	Yes	Infestation	No			Energy Efficient Items	None
Age (Yrs.)	39	Manufactured House	No						
Effective Age (Yrs.)	25-30								

ROOM LIST

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												
Level 1	x	1	1	1				3	2	gar.		1662
Level 2												

Finished area above grade contains: 6 Rooms; 3 Bedroom(s); 2 Bath(s); 1,662 Square Feet of Gross Living Area

INTERIOR

SURFACES	Materials/Condition	HEATING		KITCHEN EQUIP.		ATTIC	
Floors	Oak/Cpt/Good	Type	FWA	Refrigerator		None	
Walls	Plaster/Good	Fuel	Gas	Range/Oven	X	Stairs	
Trim/Finish	Wood/Good	Condition	Good	Disposal	X	Drop Stair	
Bath Floor	CT & AT/Good	Adequacy	Good	Dishwasher	X	Scuttle	X
Bath Wainscot	Tile/Good	COOLING		Fan/Hood	X	Floor	
Doors	Solid/Good	Central	Yes	Compactor		Heated	
		Other		Washer/Dryer		Finished	
		Condition	Good	Microwave			
Fireplace(s) Brick # 2		Adequacy	Good	Intercom			

IMPROVEMENT ANALYSIS	Good	Avg	Fair	Poor
Quality of Construction		X		
Condition of Improvements	X			
Room Sizes/Layout		X		
Closets and Storage		X		
Energy Efficiency		X		
Plumbing-Adequacy & Condition	X			
Electrical-Adequacy & Condition	X			
Kitchen Cabinets-Adequacy & Cond.	X			
Compatibility to Neighborhood	X			
Appeal & Marketability		X		
Estimated Remaining Economic Life	35-40 Yrs.			
Estimated Remaining Physical Life	35-40 Yrs.			

AUTOS

CAR STORAGE: Garage [X]; Carport; None — No. Cars 2 — Condition Good — Attached [X]; Detached; Built-In — Adequate [X]; Inadequate; Electric Door [X] — House Entry [X]; Outside Entry [X]; Basement Entry

COMMENTS

Additional features Cov. porch, encl. room with small gunite pool, wood fencing, full landscaping & auto. sprinklers, asphalt drive, conc. walks, security system.

Depreciation (Physical, functional and external inadequacies, repairs needed, modernization, etc.) Physical depreciation is typical for effective age of improvements. No physical inadequacies noted. Functional depreciation taken as the pool doesn't recoup its cost in the market. Subject land to improvement ratio is typical for this locale.

General market conditions and prevalence and impact in subject/market area regarding loan discounts, interest buydowns and concessions No adverse economic conditions were noted in the area. Conv. sales w/no secondary financing are felt to be cash equivalent. No financing adjustments were deemed necessary for the comparables used. All sales are cash equivalent.

9704355516

...aisal is to estimate Market Value as ... d in the Certification & Statement of Limiting C... Estimate Market Value

...ETCH (SHOW GROSS LIVING AREA ... GRADE)

SEE ATTACHED DIAGRAM

Note: Land value obtained by abstraction from comparable sales in the area.

Title policy not reviewed by this appraiser for this report.

COST APPROACH

ESTIMATED ...UCTION COST-NEW-OF IMPROVEMENTS

Dwelling 1,662 Sq Ft @ $ 64.50	= $	107,199
Pool Rm 321 Sq Ft @ $ 25.00	=	8,025
Extras Incl. in SF Cost	=	
Incl. in SF cost	=	
Special Energy Efficient Items None	=	
Porches, Patios, etc porch, pool	=	10,000
Garage/Carport 425 Sq Ft @ $ 22.00	=	9,350
Total Estimated Cost New	= $	134,574
Less 25 % Depreciation: Physical 33644, Functional 3000, External 0	= $	36,644
Depreciated Value of Improvements	= $	97,930
Site Imp. "as is" (driveway, landscaping, etc.)	= $	9,000
ESTIMATED SITE VALUE	= $	120,000
(If leasehold, show only leasehold value) Actual		226,930
INDICATED VALUE BY COST APPROACH Rounded	$	226,900

(Not Required by Freddie Mac and Fannie Mae)

Does property conform to applicable HUD/VA property standards? [X] Yes [ ] No

If No, explain:

Construction Warranty [ ] Yes [X] No

Name of Warranty Program

Warranty Coverage Expires N/A

SALES COMPARISON ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	(+)(-)$ Adjustment	COMPARABLE NO. 2	(+)(-)$ Adjustment	COMPARABLE NO. 3	(+)(-)$ Adjustment
Address	7686 Buena Vista Drive	7748 Buena Vista Dr (11 E-2)		8535 Country Club Drive (11 E-2)		8630 Calle Quebrad (11 E-2)	
Proximity to Subject		1 block S/E		4 blocks S/E		5 blocks S/E	
Sales Price	$ N/A		$ 262,000		$ 280,000		$ 234,000
Price/Gross Liv. Area	$ N/A	$ 100.85		$ 103.02		$ 110.69	
Data Source	N/A	Dataquick/pub. rec.		Dataquick/pub. rec.		MLS/public records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		DESCRIPTION		DESCRIPTION	
Sales or Financing Concessions	N/A	Conv. 38%dn #317899		Conv. 10%dn #136049		Conv. 10%dn #206070	
Date of Sale/Time	N/A	7/27/93 cl.		3/29/93 cl.		5/13/93 cl.	
Location	Residential	Residential		Residential		Residential	
Site/View	11,200SF/Gd	10,030SF/Gd		14,040SF/Gd		12,000SF/Gd	
Design and Appeal	Conv.	Conv.		Conv.		Conv.	
Quality of Construction	Average	Average		Average		Average	
Age	39	30		31		29	
Condition	Good	Good		Good		Good	
Above Grade Room Count (Total / Bdrms / Baths)	6 / 3 / 2	6 / 3 / 3	-2,000	6 / 3 / 2		8 / 4 / 2.5	-3,000
Gross Living Area	1,662 Sq Ft	2,598 Sq Ft	-28,000	2,718 Sq Ft	-31,500	2,114 Sq Ft	-18,500
Basement & Finished Rooms Below Grade	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	F/A & CAC	F/A & CAC		F/A & CAC		F/A & CAC	
Garage/Carport	2 Garage	3 Garage	-3,000	2 Garage		2 Garage	
Porches, Patio, Pools, etc.	porch encl. room small pool	pch, patio None larger pool	-1,000 +3,000 -2,000	pch, patio None None	-1,000 +3,000 +5,000	pch, patio None None	-1,000 +3,000 +5,000
Special Energy Efficient Items	None	None		None		None	
Fireplace(s)	FP	FP		FP		FP	
Other (e.g. kitchen equip., remodeling)	Blt-ins	Blt-ins		Blt-ins		Blt-ins	
Net Adj. (total)		[ ] + [X] - $	-33,000	[ ] + [X] - $	-24,500	[ ] + [X] - $	-14,500
Indicated Value of Subject			$ 229,000		$ 255,500		$ 219,500

Comments on Sales Comparison #1: Larger house, sim. lot, good view, with standard pool, 3 car garage. #2: Larger house, sim. lot, sim. view, no pool. #3: Larger house, sim. lot, sim. view, no pool, similar other amenities.

INDICATED VALUE BY SALES COMPARISON APPROACH $ 225,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent $ N/A /Mo. x Gross Rent Multiplier N/A = $ N/A

This appraisal is made [X] "as is" [ ] subject to the repairs, alterations, inspections or conditions listed below [ ] completion per plans and specifications.

Comments and Conditions of Appraisal: No requirements. See attached sheets(2) for additional data & comments on subject property, data used in this report.

RECONCILIATION

Final Reconciliation: Most weight given to the market data approach, which is considered to be the most reliable indicator of value for this type of property. Cost approach given lesser weight. See addendum for comments on income approach.

This appraisal is based upon the above requirements, the certification, contingent and limiting conditions, and Market Value definition that are stated in

[ ] FmHA, HUD &/or VA instructions.

[ ] Freddie Mac Form 439 (Rev. 7/86)/Fannie Mae Form 1004B (Rev. 7/86) filed with client 19 [X] attached.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF October 16, 1993 to be $ 225,000

I (We) certify: that to the best of my (our) knowledge and belief the facts and data used herein are true and correct; that I (we) personally inspected the subject property, both inside and out, and have made an exterior inspection of all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.

Appraiser(s) SIGNATURE [signature] Review Appraiser SIGNATURE [ ] Did [ ] Did Not

NAME Russell J. Jakubauskas (if applicable) NAME Inspect Property

9704335517

Wilde
7686 Buena Vista Drive
Rancho Cucamonga, CA 91730

REGARDING SUBJECT LOCATION/ADDRESS:
According to property ownership sources available to this appraiser, the subject property has an address of 7686 Buena Vista Drive, Rancho Cucamonga, CA 91730. The subject site has frontage on Buena Vista Drive, but the residence has access on a paved easement along the western boundary of the subject site which is commonly known as Calle Casino Lane. The location of the subject property poses no access or other problems, but there is at times some confusion as to the address of the property. The address used in this report was that which was found among public records information on the subject property.

Respectfully submitted,

Russell J. Jakubauskas

ITEM	SUBJECT	Comparable No. 4					
Address	7686 Buena Vista Dr.	7758 Calle Bresca (11 E-2)		7758 Calle Bresca*			
Proximity to Subject		4 blocks S/E					
Sales Price	$ N/A		$222,000		$ 232,500		$
Price/Gross Liv. Area	$ N/A ☑	$107.30 ☑		$ 110.93 ☑		$ ☑	
Data Source	N/A	Dataquick/pub. rec.		Agent (909) 980-5000			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sales or Financing Concessions	N/A	Conv. 39%dn: #107749		Cash to new Conv. loan			
Date of Sale/Time	N/A	3/9/93 cl.		10/27/93*			
Location	Residential	Residential					
Site/View	11,200SF/Gd	13,515SF/No	+10000				
Design and Appeal	Conv.	Conv.					
Quality of Construction	Average	Average					
Age	39	12					
Condition	Good	Good					
Above Grade Room Count (Total / Bdrms / Baths)	6 / 3 / 2	6 / 3 / 2.5	-1000	Total / Bdrms / Baths		Total / Bdrms / Baths	
Gross Living Area	1,662 Sq Ft	2,069 Sq Ft	-12000	Sq Ft		Sq Ft	
Basement & Finished Rooms Below Grade	None	None					
Functional Utility	Average	Average					
Heating/Cooling	F/A & CAC	F/A & CAC					
Garage/Carport	2 Garage	3 Garage	-3000				
Porches, Patio, Pools, etc.	porch encl. room	pch, patio none	-1000 +3000				
Special Energy Efficient Items	small pool	pool & spa	-5000				
Fireplace(s)	FP	FP					
Other (e.g. kitchen equip., remodeling)	Blt-ins, DW	Blt-ins, DW					
Net Adj. (total)		+ X - $	7,000	+ X - $	7,000	+ - $	
Indicated Value of Subject			$ 215,000		$ 225,500		$

Comments on Sales Comparison: #4: Larger house, similar lot, no view amenity, no encl. room 3 car garage, cov. patio. *This property has been relisted and has sold again(due to close 10/27/93, according to the real estate agent). The property is basically unchanged from the date of the 3/9/93 sale. Adjustment of this sale is included in this analysis as additional support of the val conclusion reached in this report.

REGARDING COMPARABLE SALES DATA USED:
The subject property is located in a neighborhood which adjoins the Red Hill Country Club, a private club located in the southwestern quadrant of Rancho Cucamonga. This neighborhood is unique in the city of Rancho Cucamonga in terms of the proximity to a golf course and the general makeup of homes, which is a mixture of older and newer homes of average to good quality. Due to the unique nature of the neighborhood, it is the experience of this appraiser that drawing comparable sales from neighborhoods outside of the immediate neighborhood will generally not support the value of homes in the subject neighborhood due to the aforementioned unique neighborhood characteristics. For this reason, all sales used in this report are from the Red Hill area. However, due to the generally slow real estate market in this locale, sales data was very limited in the past 6-12 months, necessitating the use of sales requiring some larger than generally accepted adjustments, but this was due to a lack of superior data in the subject neighborhood as of the date of this report.

espectfully submitted,

ussell J. Jakubauskas

9704383519

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM
FOR FEDERALLY RELATED TRANSACTIONS (FIRREA)

Borrower/Client Wilde
Property Address 7686 Buena Vista Drive
City Rancho Cucamonga County San Bernardino State CA Zip Code 91730
Lender Central City Mortgage

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC) and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

[X] PURPOSE & FUNCTION OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a Federally related transaction.

[X] EXTENT OF APPRAISAL PROCESS

[X] The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

[X] The Reproduction Cost is based on the Marshall & Swift Residential Cost Handbook supplemented by the appraiser's knowledge of the local market.

[X] Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.

[X] The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.

[ ] The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.

[ ] For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

[X] SUBJECT PROPERTY OFFERING INFORMATION

According to the owner & local MLS sources the subject property:

[X] *has not been offered* for sale in the past 12 months or ____ years
[ ] *is currently offered* for sale for $ ____
[ ] *was offered* for sale within the past ____ months or ____ years
[ ] Offering information *was considered* in the final reconciliation of value
[ ] Offering information *was not considered* in the final reconciliation of value
[ ] Offering information *was not available*. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum

[X] SALES HISTORY OF SUBJECT PROPERTY

According to TRW-REDI Property Data the subject property:

[X] *has not transferred* in the past 12 months or ____ years
[ ] *has transferred* in the past ____ months or ____ years
[ ] All prior sales which have occurred in the past ____ months or ____ years are listed below and reconciled to the appraised value, either in the body of the report or in the addenda

Date	Sales Price	Document #	Seller	Buyer

[X] FEMA FLOOD HAZARD DATA

[X] Subject property *is not located* in a FEMA Special Flood Hazard Area.
[ ] Subject property *is located* in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
C	060671/0005A	9/5/84	Rancho Cucamonga

[ ] The community *does not participate* in the National Flood Insurance Program
[X] The community *does participate* in the National Flood Insurance Program
[X] It is covered by *a regular* program
[ ] It is covered by *an emergency* program

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● [CU]RRENT SALES CONTRACT

[T]he subject property is *currently not under contract*.

☐ The contract and/or escrow instructions *were not available for review*. The unavailability of the contract is explained later in the addenda section

☐ The contract and/or escrow instructions *were reviewed*. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

☐ The contract indicated that personal property *was not included* in the sale

☐ The contract indicated that personal property *was included*. It consisted of ______

______ Estimated contributory value = $ ______

☒ Personal property *was not included* in the final value estimate

☐ Personal property *was included* in the final value estimate

☐ The contract indicated *no financing concessions* or other incentives

☐ The contract indicated *the following concessions* or incentives ______

☐ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein

☒ MARKET OVERVIEW Include an explanation of current market conditions and trends.

4-6 months is considered a reasonable marketing period for the subject property based on typical marketing times for other, similar properties in the area during the past year.

☒ ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:

(1) Their analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), and in accordance with the regulations developed by the Lender's Federal Regulatory Agency as required by FIRREA, except that the Departure Provisions of the USPAP do not apply.

(2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurence of a subsequent event.

(3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

☒ ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

☒ ADDITIONAL COMMENTS

Trend Analysis: The overall neighborhood makeup has not changed in recent years and is not expected to in the absence of any major economic changes in the area which would affect such change.

☒ APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature [signature] Effective Date 10/16/93 Date Prepared 10/21/93

Appraiser's Name (print) Russell J. Jakubauskas Phone # (909) 985-4830

State CA ☐ License ☐ Residential Certification ☒ Certification # AG005988 Tax ID

☐ CO-SIGNING APPRAISER'S CERTIFICATION

☐ The co-signing appraiser *has personally inspected* the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.

☐ The co-signing appraiser *has not personally inspected* the interior of the subject property and:

☐ *has not inspected* the exterior of the subject property and all comparable sales listed in the report;

☐ *has inspected* the exterior of the subject property and all comparable sales listed in the report.

☐ The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.

☐ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

☐ CO-SIGNING APPRAISER'S SIGNATURE

Appraiser's Signature ______ ☐ Trainee ☐ Review ☐ Other

Appraiser's Name (print) ______ SS# ______

State ____ ☐ License ☐ Certified Residential ☐ Certified # ______

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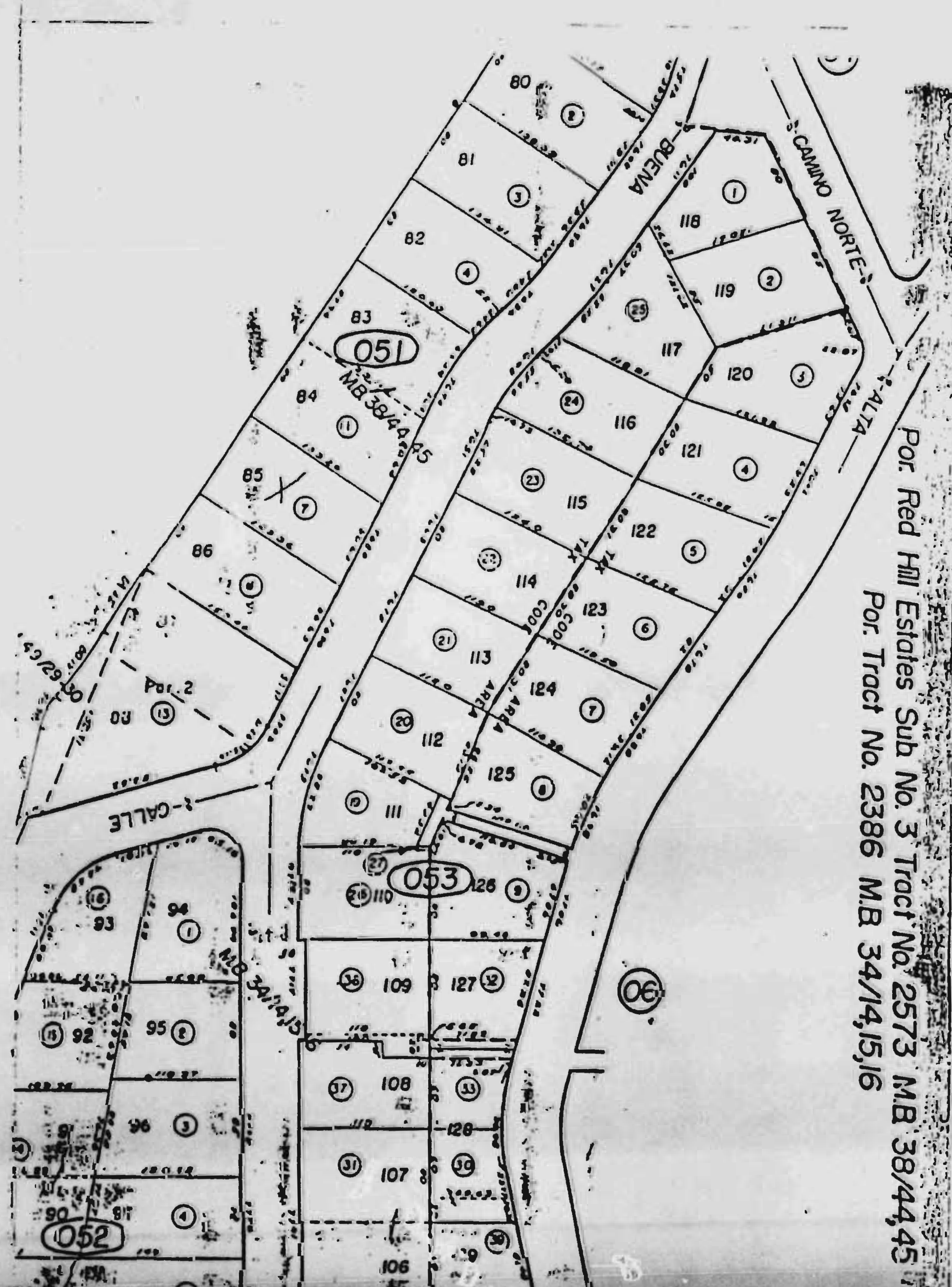
Wilde
7686 Buena Vista Drive
Rancho Cucamonga, CA 91730

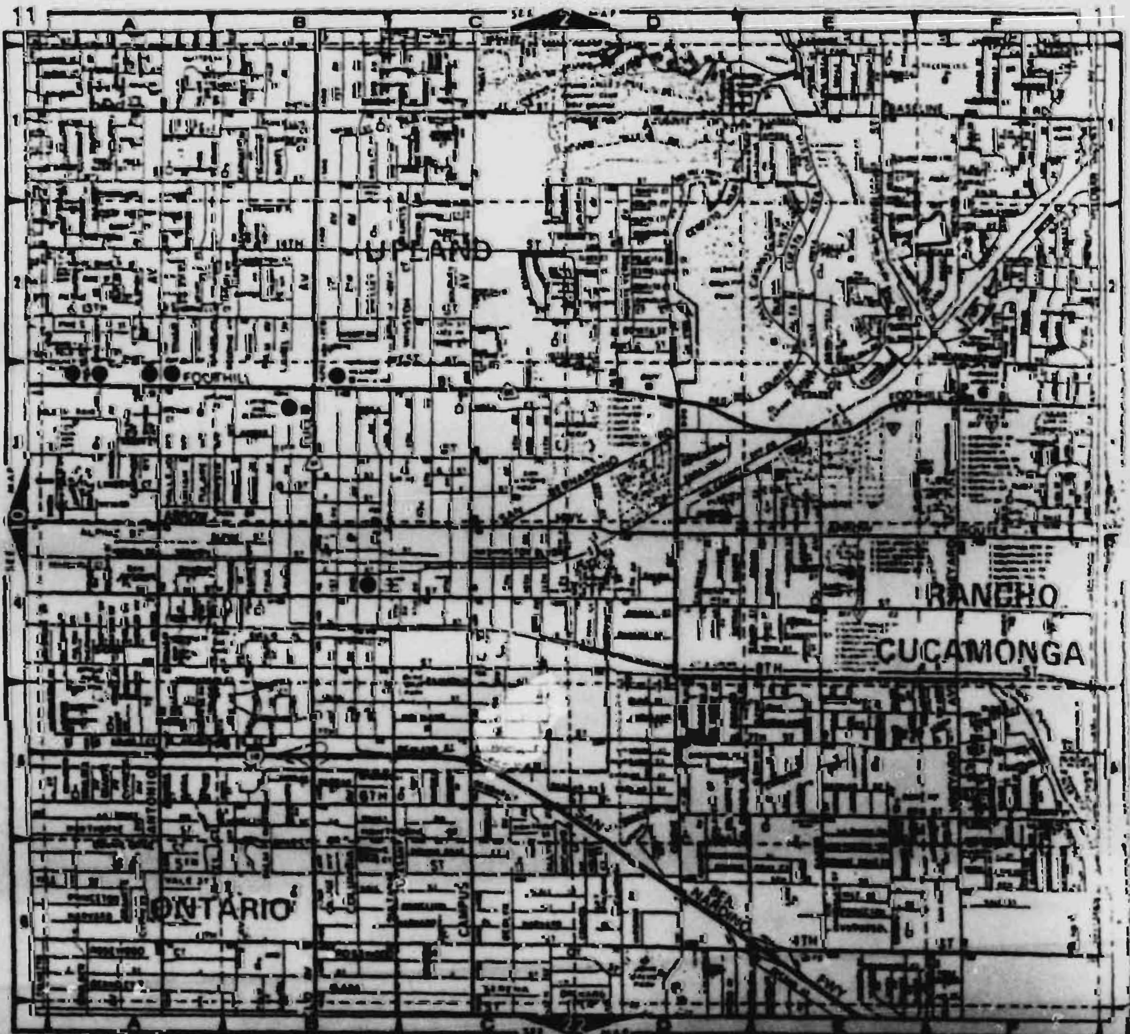
97043835522



Wilde
7686 Buena Vista Drive
Rancho Cucamonga, CA 91730

97/04333523

LOCATION MAP



SKETCH ADDEND

	Wilde
ddress	7686 Buena Vista Drive
	Rancho Cucamonga County San Bernardino State CA Zip Code 91730
	Central City Mortgage

LCULATIONS:

esidence:					
	15	X	3.5	=	5.25
	50.5	X	18	=	909
	28	X	6	=	168
	30.5	X	8.5	=	259.25
	19	X	2	=	38
	8	X	5	=	40
	5.75	X	32.5	=	186.875
	16	X	1.5	=	24
	8	X	4	=	32
	TOTAL			=	1,662 SF

Garage:					
	20	X	20.5	=	410
	2.5	X	6	=	15
	TOTAL			=	425 SF

Pool Room:					
	22	X	15	=	330
	(-3.5	X	2.5)	=	(-8.75)
	TOTAL			=	321 SF

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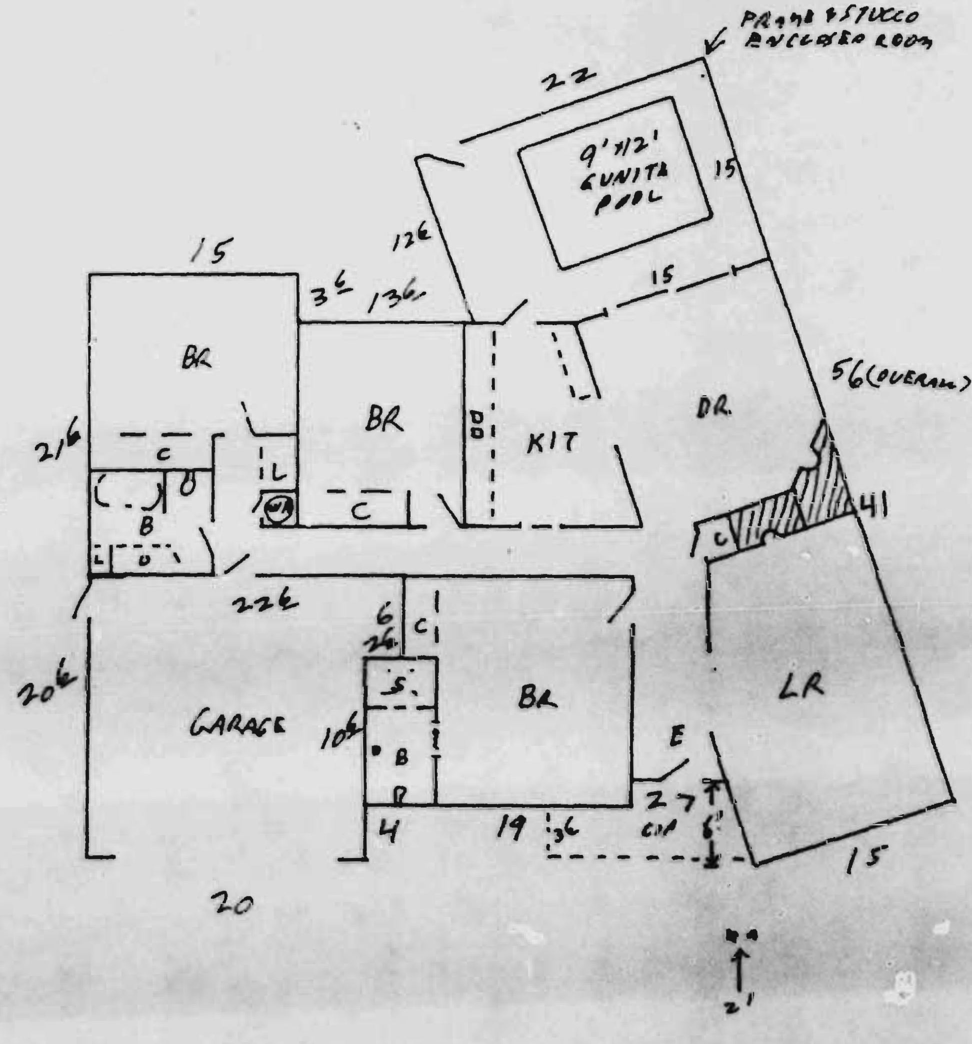


ITION OF MARKET VALUE: The most probable price [illegible] a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.

2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.

4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).

5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.

6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.

3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.

4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.

7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.

8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.

9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

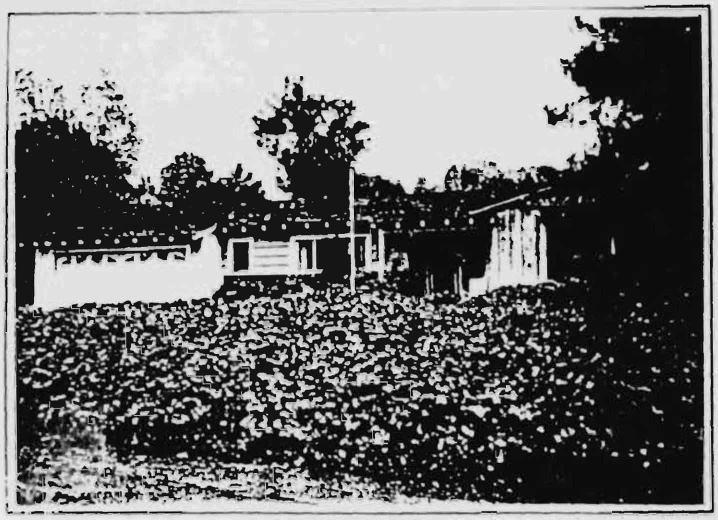
Date 10/21/93 Appraiser(s) [signature]

Russell J. Jakubauskas

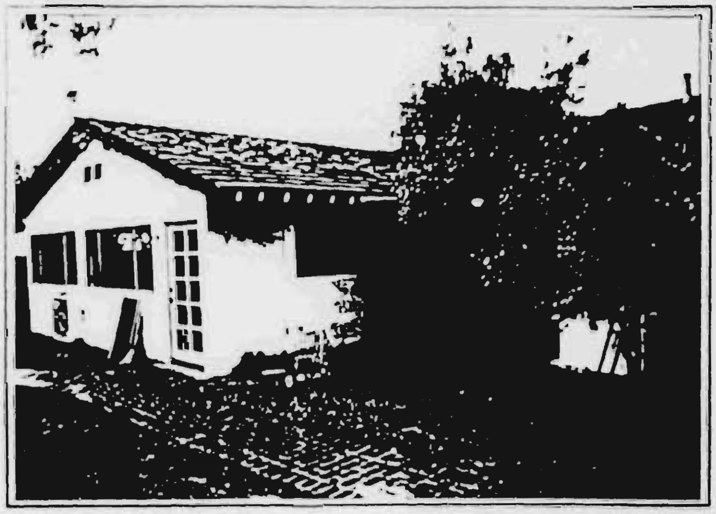
9704353526

PHOTOGRAPH ADDENDUM

Owner/Client	Wilde		
Property Address	7686 [illegible] Drive		
City	Rancho Cucamonga [illegible] San Bernardino	State CA	Zip Code 91730
Lender	Central City [illegible]		



FRONT OF SUBJECT PROPERTY



REAR OF SUBJECT PROPERTY

STREET SCENE

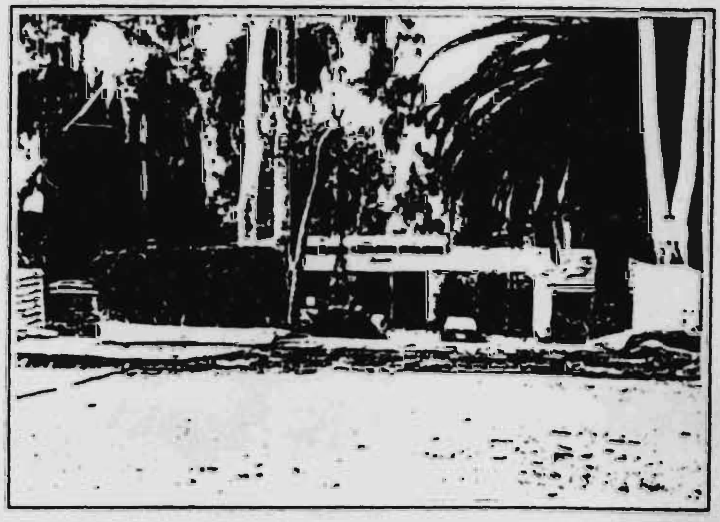
☒ ADDITIONAL PHOTOGRAPHS ON REVERSE SIDE

GOLF COURSE VIEW

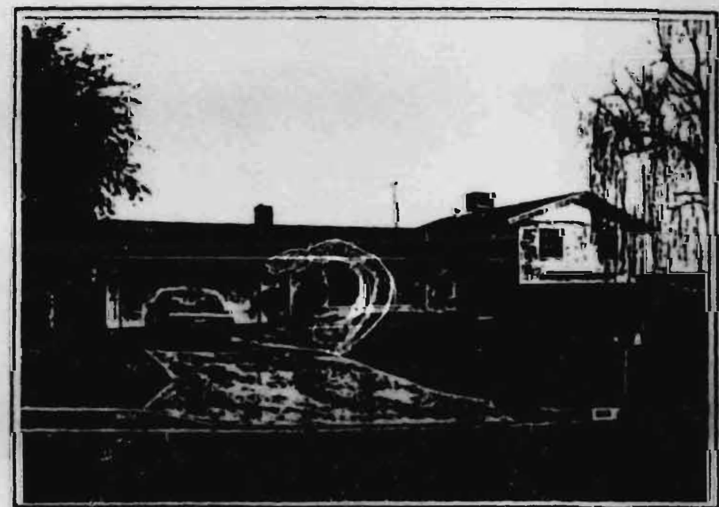
PHOTOGRAPH[illegible]DENDUI.

Client	Wilde
Address	7686 Buena Vista Drive
	Rancho Cucamonga County San Bernardino State CA Zip Code 91730
Lender	Central City Mortgage

COMPARABLE SALE #1



COMPARABLE SALE #2

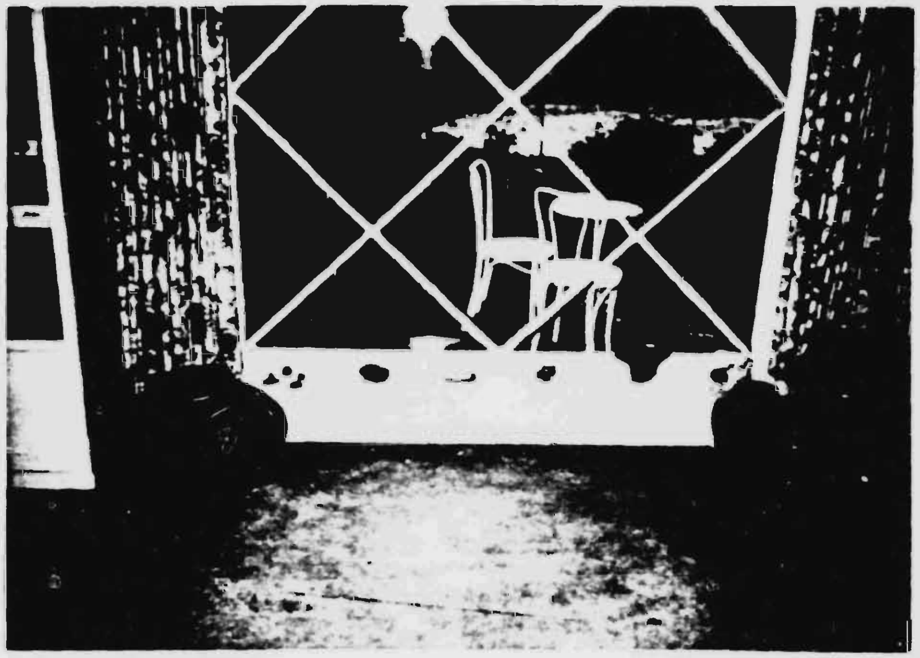


COMPARABLE SALE #3

☒ ADDITIONAL PHOTOGRAPHS ON REVERSE SIDE

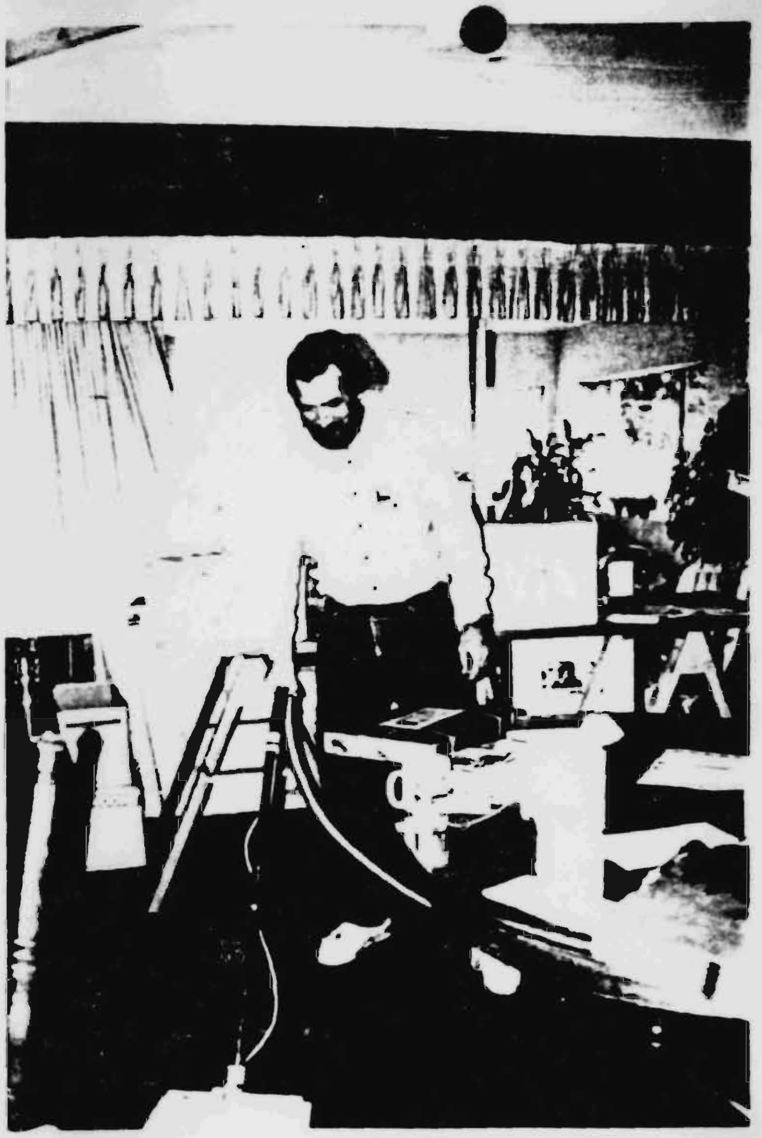
97043833523

COMPARABLE #4



[illegible] Ex "C"

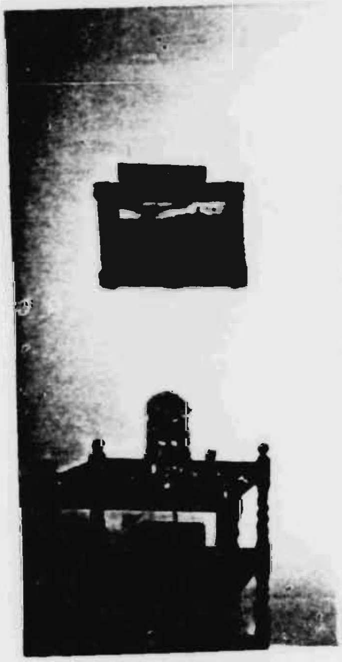
1993 Ex "D"



Ex "B"

After 1993

Ex "C"



[illegible]
Hi-fi
(Kitchen
in background)

Ex "6"

Advertising supplement

INLAND VALLEY
Daily Bulletin

Real Estate

Section D
Sunday
June 2, 1996

Features/D8

The REALTORS

Danny Holznecht
Pomona Valley Board of Realtors

Ronald Savage
Inland Empire West Association of Realtors

Make sure you select a Realtor

So you thought that Realtor, agent, broker or State licensee were all the same. I understand how you could feel that way because no one told you the difference.

In the State of California there are about 300,000 real estate licenses. The California Department of Real Estate regulates the issuance of that license, requires

New Vineyards phase released

Master-planned living without homeowner fees

RIALTO — Big homes, big yards, big value! Everything's big but the price at The Vineyards at Las Colinas. With the release of a new phase, family homebuyers now have an incredible opportunity to have a home as large as their dreams and at a price they can afford.

"We're featuring three and four bedroom homes on lots ranging from 8,400 to 13,000 square feet from just $126,500," stated Christine Kelly, sales representative for The Vineyards. "These homes have all the growing room a family needs plus a lot more. Our location at Las Colinas means our residents have all the benefits of master planned living with no homeowner association dues."

The value at The Vineyards begins with the homes themselves. Ranging from 1,536 to 1,919 square feet, three floor plans are showcased. These spacious family homes offer three to four bedrooms, formal living rooms and dining rooms, comfortable family rooms with fireplaces, large family-sized kitchens, cozy breakfast nooks, luxurious master suites, up to three baths and two- and three-car garages. Some of the many quality appointments include dramatic vaulted

appoin
ceilings,
wood-bu
cabinetr
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and curr
floor pla

The three- and four-bedroom homes at The Vineyards at Las Colinas are priced from $126,500.

Bob Bruss

Five steps to get a fair appraisal of your home

One of the world's most difficult jobs is being a residential real estate appraiser. Since an appraiser is an estimator of a property's market value, the accuracy of the result depends on the appraiser's skill, knowledge and experience. Appraisal is an art, not a science.

To make the job even more difficult, at least two parties are relying on the residence appraiser's result. Homeowners want high appraised values so they can get the mortgage they want. But mortgage lenders want conservative values so they won't have a risky loan. Appraisers are caught in the middle. Of course, appraisals are also used for other purposes, such as estate valuations and property taxation.

Automation is making the appraiser's job almost obsolete. For example, in subdivision tracts, computerized records can often be used to appraise a house and only a "drive-by" or windshield appraisal is needed. The result is lower appraisal fees than for a full inspection appraisal.

As a consequence, fewer appraisers are needed. It's a dying industry. Appraisers are an endangered species. The survivors have cut their fees and become more aggressive looking for new business.

How appraisers estimate home market

See BRUSS, D2

Summit Estates in Chi offers buyers a large c

CHINO HILLS – With seven one- and two-story floor plans available at Standard Pacific's Summit Estates in Chino Hills, it's almost as if home shoppers have two neighborhoods to choose from in one.

This detached single-family home collection priced from the high $240,000s occupies a lofty setting within the beautiful master-planned community of Gordon Ranch.

Included in the floor plan variety is a light and airy single-level plan with 2,275 square feet of interior living space. This stylish and very livable home has four bedrooms and 2 baths. Both a master bedroom retreat and a den are offered as options.

Summit Estates' six two-story plans range from 2,275 to 2,780 square feet of living space, with four bedrooms, four bedrooms plus bonus room or five bedrooms and three baths. Available design options per plan include dens, lofts and master bedroom retreats.

Some of the currently selling homes have cul-de-sac lots sized up to 7,500 square feet.

"Whether they want the ultra-convenience of a single-level plan or the grander design of a two-story home, buyers are finding that our floor plan variety at Summit Estates offers something for everyone," said Jan Kartozian, vice president of sales and marketing for Standard Pacific.

All of the homes benefit from elegant architectural styling and a host of price-included extras for day-to-day family enjoyment and gracious entertaining.

While high-volume ceilings, wood-burning

Six two-story plans ranging from 2,275 to 2,780 sq Estates in the Chino Hills.

masonry fireplaces, classic staircases and beautiful expanses of glass showcase the homes' dramatic architecture, special details like raised-panel interior doors, rounded wall corners in selected areas, custom-textured walls and ceilings, custom flooring selections and recessed flush lighting provide the finishing touches.

Sumr
their de:
with an
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breakfa:
applianc
oven/mi

Visit today's opening at Vista Collection

LAKE HILLS – J.M. Peters Co.'s latest neighborhood, The Vista Collection, will hold its grand opening celebration today, opening the spectacular models for public viewing for the first time.

Ruby's ... to cater the event ... of Lake Hills ...

Collection. "All those people who were eagerly waiting for us to grand open can now come down and see what is arguably some of the best-designed homes in the Inland Empire."

Its sister project, the Family Collection, is also located in the master-planned community of Lake Hills in unincorporated Riverside County. It offers home...

mortgages and move-in from immediate to late summer.

meal-preparation efficiency. Crafted with Barratt's

thermostats, and spacious master suites with ov- tubs, separate stall

front-yard landscaping with auto-timed sprinkler systems.

Bruss/from D1

values. Most residential appraisals are based on the comparable sales approach. That means your home is worth about the same as the recent sales prices of nearby comparable homes with adjustments for your home's special features and drawbacks.

For example, if several homes in your neighborhood recently sold for around $150,000, your home is probably worth about $150,000. However, no two homes are exactly the same, so appraisers add or subtract value for the pros and cons of a residence as compared to the nearby recent home sales. The appraiser's skill becomes important in making these value judgments.

How to get a fair appraisal. Since appraisals are becoming highly computerized and impersonal, homeowners must insist on obtaining a fair appraisal. Based on personal experience, plus advice from experienced real estate agents, here are five steps to getting a fair appraisal of your home.

(1) Get your home into its best condition. If you are buying a home and obtaining a mortgage, or refinancing your current mortgage, a new appraisal is usually needed. Before the appraiser arrives, be sure the home looks its best.

Even though appraisers are supposed to evaluate only the structure's physical condition, neatness still counts. A home and yard in tip-top condition will positively influence your home's appraised value, whereas a messy or poorly maintained structure will detract.

(2) Accompany the appraiser and obtain identification. Either you or your real estate agent should meet the appraiser at the residence. Insist on receiving identification, such as a business card or photo ID. Note the appraiser's license number, or lack thereof.

If the lender sent an unlicensed person, as it is legal to do for homes worth less than $250,000, that individual is probably low-paid and not very well trained to evaluate homes. If the appraised value is less than you expect, or the appraisal is signed by someone who never inspected your home, this is a sound basis for an appraisal review.

(3) Hand the appraiser written details about your home. Be sure to tell the appraiser the purpose of the appraisal, such as a new mortgage or a refinanced mortgage. Clearly state the amount you estimate for your home's value and ask the appraiser to phone you if the appraisal comes out at a lower amount.

Hand the appraiser a written description of your home, including square footage, lot size, special features and any information you have which affects value. The appraiser should double-check your information but it will help get a fair appraisal. Since busy appraisers view five to 10 homes per day, the appraiser needs assistance remembering your home.

However, some arrogant appraisers will reject your information. If that happens, firmly explain you are the customer (although the appraiser views the lender as the client), and you want an accurate appraisal so it won't be necessary to protest a low appraisal. Firmness pays, as does politeness. If the appraisal is unreasonably low, protest loudly to the lender (who probably won't hire that appraiser again).

(4) Hand the appraiser information on recent nearby home sales. If you have addresses and/or sales prices of recent nearby home sales, smart appraisers welcome this information because their sources often lag several weeks in reporting home sales. Some appraisers will resent your doing the appraiser's work, but experienced realty agents will tell you supplying this information is essential if you want an accurate appraisal.

(5) Ask your lender to promptly give you a copy of the appraisal. If your mortgage lender ordered the appraisal, although you are paying for it, the appraiser considers the lender the client. Be sure the lender and the appraiser agree to promptly give you a copy of the appraisal without additional charge so you can review its accuracy.

It is extremely important to quickly receive a copy of the appraisal, otherwise you have no way of knowing if it contains errors. Personally, I've seen low-ball appraisals in subdivision tracts as much as $30,000 below the home's sales price, which had to be "corrected" by either an appraisal review or an appraisal by a second appraiser.

Low appraisals are occasionally used by some lenders as a way to get out of making a loan, often in minority neighborhoods. It's called "subtle discrimination." If your appraisal is low, immediately contact the lender to firmly request an appraisal review and/or a new appraisal by a second appraiser.

Summary. Real estate appraisals are opinions of property market value. To obtain a fair appraisal, monitor your home's appraisal process carefully. Appraisals are the weakest link in the home mortgage chain. Since appraisals are very subjective, home owners, buyers, and their realty agents must help appraisers do their difficult job accurately.

Summit/from D1

gas cooktop and an automatic dishwasher.

Luxurious and comfortable, each home's master bedroom suite has one or two walk-in closets, an oval tub and separate shower with ceramic tile surrounds, and a twin-basin vanity with oak cabinetry.

Families can appreciate the inclusion of a twin-basin vanity for the upstairs secondary bath in most two-story plans, large linen storage areas and utility sinks for many of the interior laundry rooms.

The homes also include three-car garages with sectional roll-up doors, long-lasting concrete tile roofs and rear- and side-yard privacy walls.

From their lofty setting within Gordon Ranch, Summit Estates residents overlook scenic hillsides and permanent open space.

Law Offices
THOMAS KEISER
Suite 4
550 West Duarte Road
Arcadia, California 91007
(818) 447-3539 • FAX (818) 447-3542
State Bar #71447

June 11, 1996

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
JUN 17 9 50 AM '96

Colleen T. Sealander
Attorney, Central Enforcement Docket
Federal Election Commission
Washington, DC 20463

Re: Wilde for Congress
Committee ID C00306407
MUR 4368

Dear Ms. Sealander:

I am in receipt of your letter to me dated May 28, 1996, together with the indicated enclosures.

The "complaint" relates to a loan completed September 14, 1995, secured by a second deed of trust on the residence of Linda M. Wilde. Linda M. Wilde is the Republican nominee in the 42nd Congressional District.

I filed an Statement of Organization for the Wilde for Congress Committee with the FEC on September 18, 1995. The Wilde for Congress Committee received contributions in excess of $5,000.00 on October 11, 1995. Linda M. Wilde qualified as a candidate on that date.

Prior to declaring her intention to run for Congress, Linda M. Wilde took a leave of absence from her position as a Judge of the San Bernardino County Superior Court. As a Superior Court Judge, Ms. Wilde earns compensation of an annual salary of $107,390.00 plus benefits. Ms. Wilde's term on the Superior Court runs through December 31, 1998.

Should Judge Wilde not be elected to Congress on November 5, 1996, she will resume her duties as a Superior Court Judge with a salary, assured for the 2+ years through the end of her term, of $223,729.16, not including cost of living adjustments. Should Judge Wilde be elected to Congress, her salary for the next two years will be $260,000.00. In either event, Judge Wilde has sufficient income to repay the loan.

I construe the "complaint" to be that Judge Wilde received a contribution from Chino Valley Bank in the form of a loan secured by her residence before she was a candidate. A copy of the Note and a copy of the Deed of Trust are enclosed.

CFR §100.7(b)(11) states the term "contribution" does not include a loan. The loan received by Judge Wilde was made in the normal course of business, before she qualified as a candidate, and meets the regulatory criteria for a loan.

Specifically, the loan satisfies each element to be considered under the Code, as follows:

1) bears the usual and customary rate of the lending institution for that type of loan - 11.25%;
2) is made on a basis that assures repayment - Judge Wilde will have sufficient income to repay the loan in addition to the loan being fully secured by Judge Wilde's residence;
3) is evidenced by a written instrument - there is a Note and the Deed of Trust is recorded; and,
4) is subject to a due date and amortization schedule - the Note requires 18 payments of $694.14 and is due March 11, 1997.

The "complaint" asserts the value of Judge Wilde's residence as an issue. An "appraisal" is attached to the "complaint". The "appraisal" is not based on a physical inspection. The "appraisal" admits "the lack of a personal inspection of the interior and grounds of the subject property reduces the reliability of the appraisal report". The "appraisal" states it is a "limited appraisal" which "should not be considered a 'complete appraisal'".

The "appraisal" inaccurately refers to Judge Wilde's house as being in "average" condition. The "appraisal" understates the square footage. The "appraisal" states there is one fireplace. There are two. The "appraisal" states there is no cooling system. There is, in fact, central air. The "appraisal" neglects to mention the swimming pool and patio.

The "complaint" asserts as a "fact" the conclusion of the "limited appraisal" that the "estimated" value of Judge Wilde's residence is $170,000.00. The complainant's appraisal's estimated value is not the actual market value of Judge Wilde's property and is not a "fact". The "appraisal" reaches its conclusion of estimated market value using inaccurate information and relying on sales data about properties which are not comparable to Judge Wilde's home.

The "appraisal" apparently was prepared at the direction of the complainant and solely for the purpose of making it the basis of the "complaint". The complainant was previously identified in an article in the Daily Bulletin newspaper as the attorney for Rob Guzman, a primary opponent defeated by Judge Wilde. A complete appraisal contradicts the assertion in the "complaint".

Enclosed is a copy of the Uniform Residential Appraisal Report prepared when Judge Wilde re-financed her home with GE Capital Mortgage in 1993. At that time the property and the residence was completely inspected, inside and outside. Its appraised value on October 16, 1993, was $225,000.00.

After the re-finance, Judge Wilde set out to make numerous, significant improvements to the property, including new electrical, replacing and adding windows, new lighting fixtures

June 11, 1996
Colleen T. Sealander
Page Three

including track lighting, painting, new drapes, new carpet, french doors replacing a slider, insulation, new kitchen cabinets and flooring, new wallpaper, drywall and shelving in garage, and other repairs to the residence and improvements to the grounds.

After all improvements were completed, Judge Wilde estimates the property is worth $250,000.00. It fronts on a private drive and has an unobstructed view of the adjoining country club. A property in the same area, 2 lots removed, recently sold for $215,000.00. That residence does not compare to the remodelled and redecorated home of Judge Wilde.

Judge Wilde applied for a loan from Chino Valley Bank (now Citizens Business Bank) in August, 1995. There is an existing first Deed of Trust on Judge Wilde's residence securing a loan with a principal balance of approximately $188,000.00. A loan in the amount of $50,000.00 was made to Judge Wilde by Chino Valley Bank on September 14, 1995, secured by a second Deed of Trust. The loan bears the usual interest rate for its type, is assured of repayment, is in writing, and has an amortization schedule and due date. Judge Wilde, as the financial disclosure she has filed shows, has sufficient income and assets irrespective of her residence, to repay the loan.

The transaction on September 14, 1995 was, by definition, a loan and not a contribution. Judge Wilde qualified as a candidate on October 11, 1995. The loan is not a violation of any rule, regulation, or law.

I believe the "complaint" is meritless, merely an attempt to distract Judge Wilde from her campaign, and a transparent effort to embarrass her with false accusations. The complainant requests you contact Frank Geary. Mr. Geary is a newspaper reporter. The invitation to contact Mr. Geary is obviously for the purpose of generating publicity. You should not contact Frank Geary. If you require additional information contact me.

I request this matter under review remain confidential.

Very truly yours,

THOMAS KEISER, Treasurer

TK/t
Encls.(noted)

VERIFICATION

I declare that: I am the Treasurer of the Wilde For Congress Committee FEC ID C00306407.

I have read the foregoing 3 page letter and know the contents thereof and the same accurately sets forth my understanding of the complaint filed in MUR 4368, and my response.

As to all factual matters which are therein stated I believe them to be true.

As to all matters of opinion, the letter accurately states my opinion.

I declare under penalty of perjury the foregoing is true and correct. Executed June 4, 1996 at Arcadia, California.

THOMAS KEISER

CHINO VALLEY BANK
255 NORTH EUCLID AVEN[illegible]
ONTARIO, CA 91762

LENDER'S NAME AND ADDRESS
"You" means the Lender, its successors and assigns.

LINDA M. WILDE
7686 CALLE CASINO
RANCHO CUCAMONGA, CA 91730

BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above, jointly and severally.

Loan Number
Date SEPTEMBER 14, 1995
Maturity Date MAR. 11, 1997
Loan Amount $ 50,000.00
Renewal Of

TERMS FOLLOWING A ☐ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: FIFTY THOUSAND AND NO/100* Dollars $ 50,000.00 plus interest from SEPTEMBER 20, 1995 at the rate of 11.250 % per year until MARCH 11, 1997.

☒ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of $ 100.00, and it will be ☒ paid in cash. ☐ paid pro rata over the loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due:
Principal due:

(b) ☒ This note has 18 payments. The first payment will be in the amount of $ 694.14 and will be due OCTOBER 11, 1995. A payment of $ 694.14 will be due on the 11TH day of each MONTH thereafter. The final payment of the entire unpaid balance of principal and interest will be due MARCH 11, 1997.

INTEREST - Interest accrues on a ACTUAL/365 basis.

☒ **MINIMUM INTEREST CHARGE** - I agree to pay a minimum interest charge of $ 100.00 if I pay this loan off before you have earned that much in interest.

☒ **LATE CHARGE** - I agree to pay a late charge on the portion of any payment made more than 10 days after it is due equal to 5.000% OF THE LATE PAYMENT WITH A MINIMUM OF $5.00

☒ **COMPOUNDING** - This note provides for the compounding of interest.

☒ **POST-MATURITY INTEREST** - Interest will accrue at the rate of 21.000 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

☐ **RETURNED CHECK CHARGE** - To the extent not prohibited by law, you agree to pay us $ ______ for each check presented for payment which is dishonored because of insufficient funds or no account.

THE PURPOSE OF THIS LOAN IS CONSUMER: ACCOMMODATE LIVING EXPENSES DURING CANDIDACY PERIOD.

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☒ is ☐ is not further secured.

(a) ☒ This loan is secured by DEED OF TRUST, dated SEPTEMBER 14, 1995

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for PERSONAL purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.
11.400 %	$ 8,029.41	$ 49,900.00	$ 57,929.41

I have the right to receive at this time an itemization of the Amount Financed.
____ YES - I want an itemization.
____ NO - I do not want an itemization.
"e" means an estimate.
$ ______ Filing Fees
$ ______ Nonfiling Insurance

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
17	$ 694.14	MONTHLY BEGINNING OCTOBER 11, 1995
1	$ 46,129.03	MARCH 11, 1997
	$	
	$	

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security - I am giving a security interest in:
☐ the goods or property being purchased.
☐ collateral securing other loans with you may also secure this loan.
☒ my deposit accounts and other rights to the payment of money from you.
☒ (brief description of other property) 7686 Buena Vista Rancho Cucamonga, CA 91730

☐ Required Deposit - The annual percentage rate does not take into account my required deposit.

☒ Late Charge - I will be charged a late charge on the portion of any payment made more than 10 days after it is due equal to 5.000% OF THE LATE PAYMENT WITH A MINIMUM OF $5.00

Prepayment - If I pay off this note early, I ☒ may ☐ will not have to pay a penalty.
☒ If I pay off this note early, I will not be entitled to a refund of part of the finance charge.

☒ Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		

I ☐ do ☐ do not want credit life insurance.
I ☐ do ☐ do not want credit disability insurance.
I ☐ do ☐ do not want joint credit life insurance.
I ☐ do ☐ do not want ______ insurance.
X ______ DOB
X ______ DOB

PROPERTY INSURANCE - I may obtain property insurance from or through anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ ______ for ______ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from or through anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ ______ for ______ of coverage.

(Optional)
Signed ______ For Lender
Title ______

ITEMIZATION OF AMOUNT FINANCED
AMOUNT GIVEN TO ME DIRECTLY $ ______
AMOUNT PAID ON MY (LOAN) ACCOUNT $ ______
$ ______
AMOUNTS PAID TO OTHERS ON MY BEHALF:
to Insurance Companies $ ______
to Public Officials $ ______
$ ______
See attached Exhibit "A" $ ______
Addendum to Disclosure $ ______
(less) PREPAID FINANCE CHARGE(S) $ ______
Amount Financed $ ______
(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE SEPARATE NOTICE TO COSIGNER BEFORE SIGNING.

Signature X
LINDA M. WILDE

Signature ______

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and surety(s)) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of California. The federal Truth-in-Lending disclosures on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. No late charge will be assessed under the conditions described in the "Disability Insurance Claim" paragraph below. The actual amount of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

USURY - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCRUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:
(a) If the note is payable on demand, on the date you make demand for payment;
(b) If the note is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
(c) On the date of the last scheduled payment of principal; or
(d) On the date you accelerate the due date of this loan (demand immediate payment).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DISABILITY INSURANCE CLAIM - As provided by California Civil Code Section 1812.400 et seq., if you have directly participated in, arranged, or received a commission or other compensation for the sale of credit disability insurance to me, you will not invoke any of your remedies against me because of my nonpayment of any sum due during a disability claim period. A disability claim period begins on the due date of the first payment I don't pay for which I claim disability coverage arising from a then current disability and continues for three calendar months or until the insurer pays or rejects my claim, whichever occurs first.

DEFAULT - Subject to any limitations in the "Real Estate or Residence Security" or "Disability Insurance Claim" paragraphs above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:
(a) I fail to make a payment in full when due;
(b) I die, am declared incompetent, or become insolvent;
(c) I fail to keep any promise I have made in connection with this loan;
(d) I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
(e) I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
(f) Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
(g) The Property is damaged, destroyed or stolen;
(h) I fail to provide any additional security that you may require;
(i) Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
(j) Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "Real Estate or Residence Security" or "Disability Insurance Claim" paragraphs above, if I am in default on this loan or any agreement securing this loan, you may:
(a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
(b) Use the right of set-off as explained below;
(c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
(d) Make a claim for any and all insurance benefits or refunds that may be available on my default;
(e) Use any remedy you have under state or federal law; and
(f) Use any remedy given to you in any agreement securing this loan.

Unless otherwise provided by law, by choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you, to the extent not prohibited by law.

"Right to receive money from you" means:
(a) Any deposit account balance I have with you;
(b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
(c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a purchase money loan, you may include the name of the seller on the check or draft for this loan.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:
(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and
(b) Payments on the purchase money loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in California. The firm will be reasonably acceptable to you. However, I voluntarily choose the insurance agent or broker through whom the insurance is obtained and you do not condition the making of this loan upon the selection of a particular insurance agent or broker. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" or "DISABILITY INSURANCE CLAIM" paragraphs, you may (after giving notice and waiting a period of time, if required by law):
(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate disclosed on page 1 until paid in full;
(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, as required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, any interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME ______________________________

x

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

9/0435541

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE INSURANCE CO.

Recorded in Official Records, County of San Bernardino, Errol J. Mackzum, Recorder

RECORDING REQUESTED BY

CHINO VALLEY BANK

Doc No. 19950327917
3:00pm 09/21/95

WHEN RECORDED MAIL TO

Chino Valley Bank
P.O Box 986
Claremont, CA 91711-0986

(Ontario)

First American Title # 601

PG	FEE	APF	[illegible]	PN CPY	CRT CPY	[illegible]	PCR PN	PCAA
4	7	9						
12			5__				801	T
BOR ST	LA	SVY	CIT-CO	TRANS TAX		NO FEE	CHG	EXAM

DEED OF TRUST

This Deed of Trust, made this 14th day of September, 1995, between, LINDA M. WILDE, AN UNMARRIED PERSON herein called Trustor, whose address is 7686 Calle Casino, Rancho Cucamonga, CA 91730

70324036

and COMMUNITY TRUST DEED SERVICES, a California corporation, herein called Trustee and the Beneficiary, CHINO VALLEY BANK, a California Corporation, herein called Lender.

GRANT IN TRUST

Trustor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of San Bernardino State of California

Lot 85, Tract No. 2573, Red Hill Estates No. 3, in the County of San Bernardino, State of California, as per plat recorded in Book 38 of Maps, pages 44 and 45, records of said county.

Excepting therefrom an undivided 1/2 of all oil, gas and other hydrocarbons as reserved in the deed from Cucamonga Investment Company, a corporation, recorded October 5th, 1923, in book 804, page 280, of deeds.

which has the address of 7686 Buena Vista, Rancho Cucamonga, CA 91730 (herein "Property Address"),

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of trust is on a leasehold) are herein referred to as the "Property".

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Trustor's note (herein "Note") dated September 14, 1995, in the principal sum of U.S. $ 50,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Trustor herein contained; and (b) repayment of any future advances, with interest thereon, made to the Trustor by Lender pursuant to paragraph 18 hereof (herein "Future Advances"), and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Trustor covenants that Trustor is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS, TRUSTOR AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **Payments of Principal and/or Interest.** Trustor shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

3. **Prior Mortgages and Deeds of Trust; Liens.** Trustor shall perform all of Trustor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Trustor's covenants to make payments when due. Trustor shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

4. **Hazard Insurance.** Trustor agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the 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.

The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor.

If the Property is abandoned by Trustor, or if Trustor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Trustor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Trustor shall perform all of Trustor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. **Protection of Lender's Security.** If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Trustor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Trustor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Trustor secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give trustor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of trust.

9. **Trustor Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender 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 or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Trustor, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Trustor shall be joint and several.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Trustor or the Property at the Property Address or at such other address as Trustor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender.

Chino Valley Bank
P.O. Box 986
Claremont, CA 91711-0986

or to the such other address as Lender or Agent may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of trust shall be deemed to have been given to Trustor or Lender when given in the manner designated herein.

14. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

15. **Lender's Right to Require The L[illegible]o be Paid Off Immediately.** If the Trustor shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Trustor notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Trustor, invoke any remedies permitted by paragraph 16 hereof.

TRUSTOR AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS

16. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall 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 shall 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 on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

17. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender 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 to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), 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.

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 the rate prescribed in the Note; all other sums then secured thereby, and the remainder, if any, to the person or persons legally entitled thereto.

18. **Future Advances.** Upon request of Trustor, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Trustor, may make Future Advances to Trustor. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

19. **Reconveyance.** Upon written request of Lender 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." The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

20. **Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

21. **Request for Notices.** Trustor requests that copies of the notice of sale and notice of default be sent to Trustor's address which is furnished on page 1 of this deed.

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

RECORDER'S MEMO: POOR RECORD DUE TO QUALITY OF ORIGINAL DOCUMENT

97043333544

MISCELLANEOUS PROVISIONS

23. **Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Trustor is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Trustor and Lender.

24. **Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) or any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

Mail to:

IN WITNESS WHEREOF, TRUSTOR HAS EXECUTED THIS DEED OF TRUST

LINDA M. WILDE

State of California
County of San Bernardino
On September 15, 1995 before me Kaycee Davis Notary Public personally appeared Linda Wilde
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her 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

KAYCEE DAVIS
COMM. # [illegible]
Notary Public — California
SAN BERNARDINO COUNTY
My Comm. Expires JUL 9, [illegible]

(Seal)

REQUEST FOR FULL RECONVEYANCE

COMMUNITY TRUST DEED SERVICES, TRUSTEE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated __________

Signature of Beneficiary (the "LENDER")

Signature of Beneficiary (the "LENDER")

WHEN RECORDED, MAIL TO

ATT:

9704353545

Property Description & Analysis **UNIFORM RESIDENTIAL APPRAISAL REPORT** File No. SB3 20705107

SUBJECT

Property Address	7686 Buena Vi Drive
Census Tract	001 2
City	Rancho Cucamonga
County	San Bernardino
State	CA
Zip Code	91730
Legal Description	Lot 85, Tract 2573, M.B. 38/44, 45
Owner/Occupant	Wilde/Owner
Map Reference	11 E-2
Sale Price $	N/A
Date of Sale	N/A
Loan charges/concessions to be paid by seller $	N/A
R.E. Taxes $	2,779.37
Tax Year	1992
HOA $/Mo	N/A
Lender/Client	Central City Mortgage, 8640 Wheeler Ave., Fontana, CA 92335

PROPERTY RIGHTS APPRAISED: [X] Fee Simple [ ] Leasehold [ ] Condominium (HUD/VA) [ ] De Minimis PUD

LENDER DISCRETIONARY USE: Sale Price $ N/A; Date; Mortgage Amount $; Mortgage Type; Discount Points and Other Concessions; Paid by Seller $; Source

NEIGHBORHOOD

LOCATION	Urban	[X] Suburban	Rural
BUILT UP	[X] Over 75%	25-75%	Under 25%
GROWTH RATE	Rapid	[X] Stable	Slow
PROPERTY VALUES	Increasing	[X] Stable	Declining
DEMAND/SUPPLY	Shortage	[X] In Balance	Over Supply
MARKETING TIME	Under 3 Mos	[X] 3-6 Mos	Over 6 Mos

PRESENT LAND USE %	
Single Family	85
2-4 Family	5
Multi-family	0
Commercial	0
Industrial	0
Vacant	10

LAND USE CHANGE: Not Likely [X]; Likely; In process; To

PREDOMINANT OCCUPANCY: Owner [X]; Tenant; Vacant (0-5%) [X]; Vacant (over 5%)

SINGLE FAMILY HOUSING	PRICE $ (000)	AGE (yrs)
Low	150	0
High	300	60
Predominant	225	35

NEIGHBORHOOD ANALYSIS	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreation Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Cond.		X		
Police & Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors.

COMMENTS: Neighborhood is bounded on the north by Baseline Rd., on the south by Foothill Blvd., on the east by Carnelian St. & on the west by the Upland city limits. The area is a stable residential neighborhood made up mostly of detached SFR's of average to good quality. See att. sheet for more comments.

SITE

Dimensions	irregular - see attached plat map
Site Area	11,200 SF
Corner Lot	No
Zoning Classification	L(Low Density Resid.)
Zoning Compliance	Conforming
HIGHEST & BEST USE: Present Use	Residential
Other Use	
Topography	Level pad
Size	Typical
Shape	Irregular
Drainage	Appears adequate
View	Golf Course
Landscaping	Typical
Driveway	Asphalt
Apparent Easements	See Comments
FEMA Flood Hazard	Yes [ ] No [X]
FEMA Map/Zone	060671/0005A/ZnC

UTILITIES	Public	Other
Electricity	X	
Gas	X	
Water	X	
Sanitary Sewer	X	
Storm Sewer	X	

SITE IMPROVEMENTS	Type	Public	Private
Street	Asphalt	X	
Curb/Gutter	None		
Sidewalk	None		
Street Lights	None		
Alley	None		

COMMENTS (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): Typical lot for the area in size and topography. No adverse conditions were noted. Flood Map Date: 9/5/84. Please see addendum regarding subject site/location/address.

IMPROVEMENTS

GENERAL DESCRIPTION	
Units	1
Stories	1
Type (Det./Att.)	Det.
Design (Style)	1-story
Existing	Yes
Proposed	No
Under Construction	No
Age (Yrs.)	39
Effective Age (Yrs.)	25-30

EXTERIOR DESCRIPTION	
Foundation	Concr.Slb
Exterior Walls	Stucco
Roof Surface	Wood Shk.
Gutters & Dwnspts.	None
Window Type	Wd & Alum
Storm Sash	No
Screens	Yes
Manufactured House	No

FOUNDATION	
Slab	
Crawl Space	Yes
Basement	None
Sump Pump	No
Dampness	No
Settlement	No
Infestation	No

BASEMENT: Area Sq. Ft. None; % Finished; Ceiling; Walls; Floor; Outside Entry

INSULATION: Roof; Ceiling X; Walls; Floor; None; Adequacy X; Energy Efficient Items: None

ROOM LIST

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												
Level 1	x	1	1	1				3	2	gar.		1662
Level 2												

Finished area above grade contains: 6 Rooms; 3 Bedroom(s); 2 Bath(s); 1,662 Square Feet of Gross Living Area

INTERIOR

SURFACES	Materials/Condition
Floors	Oak/Cpt/Good
Walls	Plaster/Good
Trim/Finish	Wood/Good
Bath Floor	CT & AT/Good
Bath Wainscot	Tile/Good
Doors	Solid/Good
Fireplace(s)	Brick # 2

HEATING	
Type	FWA
Fuel	Gas
Condition	Good
Adequacy	Good
COOLING	
Central	Yes
Other	
Condition	Good
Adequacy	Good

KITCHEN EQUIP.: Refrigerator [ ]; Range/Oven [X]; Disposal [X]; Dishwasher [X]; Fan/Hood [X]; Compactor [ ]; Washer/Dryer [ ]; Microwave [ ]; Intercom [ ]

ATTIC: None; Stairs; Drop Stair; Scuttle [X]; Floor; Heated; Finished

IMPROVEMENT ANALYSIS	Good	Avg.	Fair	Poor
Quality of Construction		X		
Condition of Improvements	X			
Room Sizes/Layout		X		
Closets and Storage		X		
Energy Efficiency		X		
Plumbing-Adequacy & Condition	X			
Electrical-Adequacy & Condition	X			
Kitchen Cabinets-Adequacy & Cond.	X			
Compatibility to Neighborhood	X			
Appeal & Marketability		X		
Estimated Remaining Economic Life	35-40 Yrs.			
Estimated Remaining Physical Life	35-40 Yrs.			

AUTOS

CAR STORAGE: Garage [X]; Carport; None. No. Cars 2; Condition Good. Attached [X]; Detached; Built-In. Adequate [X]; Inadequate; Electric Door [X]. House Entry [X]; Outside Entry [X]; Basement Entry

COMMENTS

Additional features: Cov. porch, encl. room with small gunite pool, wood fencing, full landscaping & auto. sprinklers, asphalt drive, conc. walks, security system.

Depreciation (Physical, functional and external inadequacies, repairs needed, modernization, etc.): Physical depreciation is typical for effective age of improvements. No physical inadequacies noted. Functional depreciation taken as the pool doesn't recoup its cost in the market. Subject land to improvement ratio is typical for this locale.

General market conditions and prevalence and impact in subject/market area regarding loan discounts, interest buydowns and concessions: No adverse economic conditions were noted in the area. Conv. sales w/no secondary financing are felt to be cash equivalent. No financing adjustments were

[X] CURRENT SALES CONTRACT

[X] The subject property is *currently not under contract*.
[ ] The contract and/or escrow instructions *were not available for review*. The unavailability of the contract is explained later in the addenda section.
[ ] The contract and/or escrow instructions *were reviewed*. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

[ ] The contract indicated that personal property *was not included* in the sale.
[ ] The contract indicated that personal property *was included*. It consisted of ______ Estimated contributory value is $ ______
[X] Personal property *was not included* in the final value estimate.
[ ] Personal property *was included* in the final value estimate.
[ ] The contract indicated *no financing concessions* or other incentives.
[ ] The contract indicated *the following concessions* or incentives ______
[ ] If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

[X] MARKET OVERVIEW Include an explanation of current market conditions and trends.

4-6 months is considered a reasonable marketing period for the subject property based on typical marketing times for other, similar properties in the area during the past year.

[X] ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:
(1) Their analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), and in accordance with the regulations developed by the Lender's Federal Regulatory Agency as required by FIRREA, except that the Departure Provisions of the USPAP do not apply.
(2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
(3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

[X] ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

[X] ADDITIONAL COMMENTS

Trend Analysis: The overall neighborhood makeup has not changed in recent years and is not expected to in the absence of any major economic changes in the area which would affect such change.

[X] APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature [signature] Effective Date 10/16/93 Date Prepared 10/21/93
Appraiser's Name (print) Russell J. Jakubauskas Phone # (909) 985-4830
State CA [ ] License [ ] Residential Certification [X] Certification # AG005988 Tax ID

[ ] CO-SIGNING APPRAISER'S CERTIFICATION

[ ] The co-signing appraiser *has personally inspected* the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.

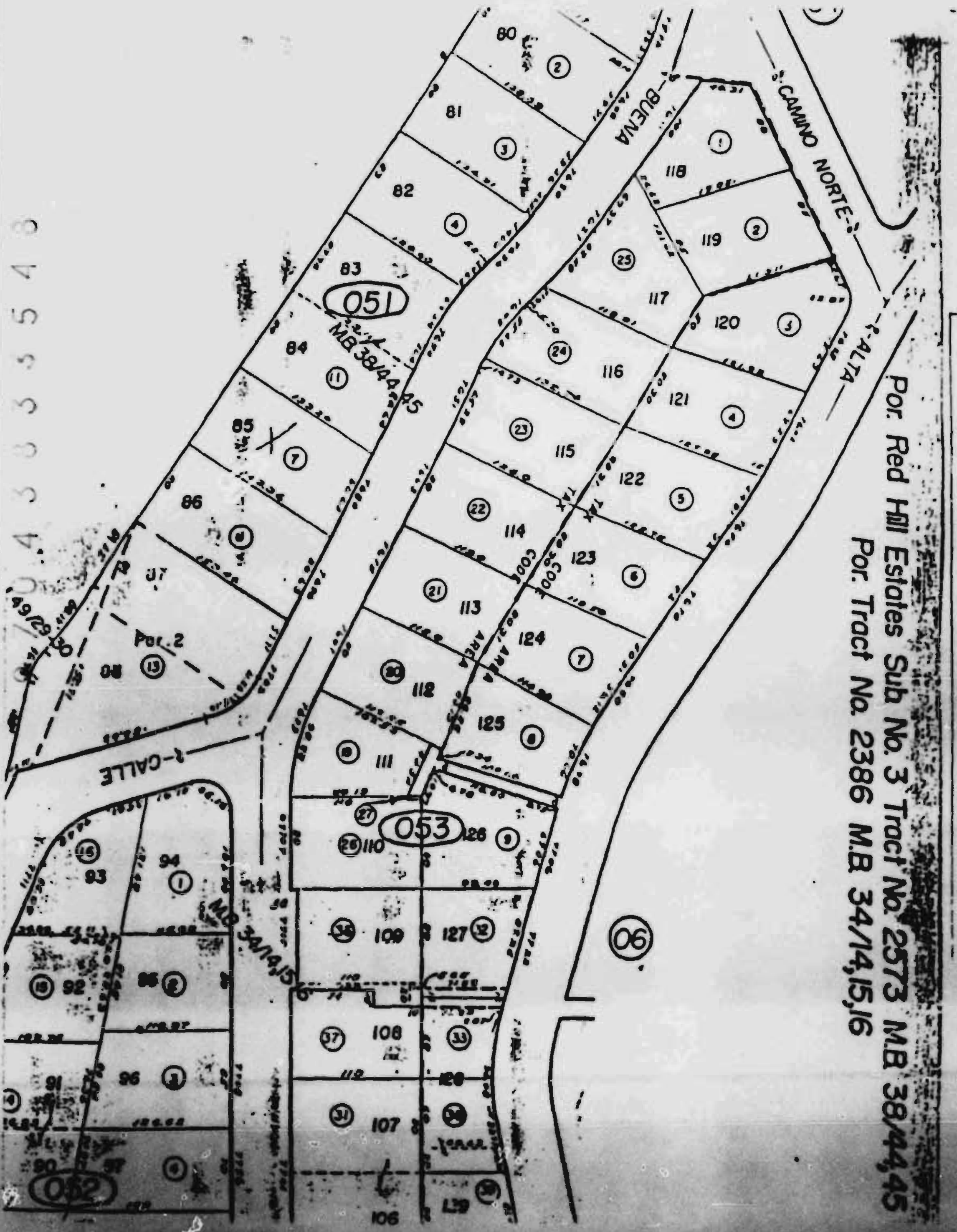
[ ] The co-signing appraiser *has not personally inspected* the interior of the subject property and:
[ ] *has not inspected* the exterior of the subject property and all comparable sales listed in the report.
[ ] *has inspected* the exterior of the subject property and all comparable sales listed in the report.
[ ] The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.

[ ] The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

[ ] CO-SIGNING APPRAISER'S SIGNATURE

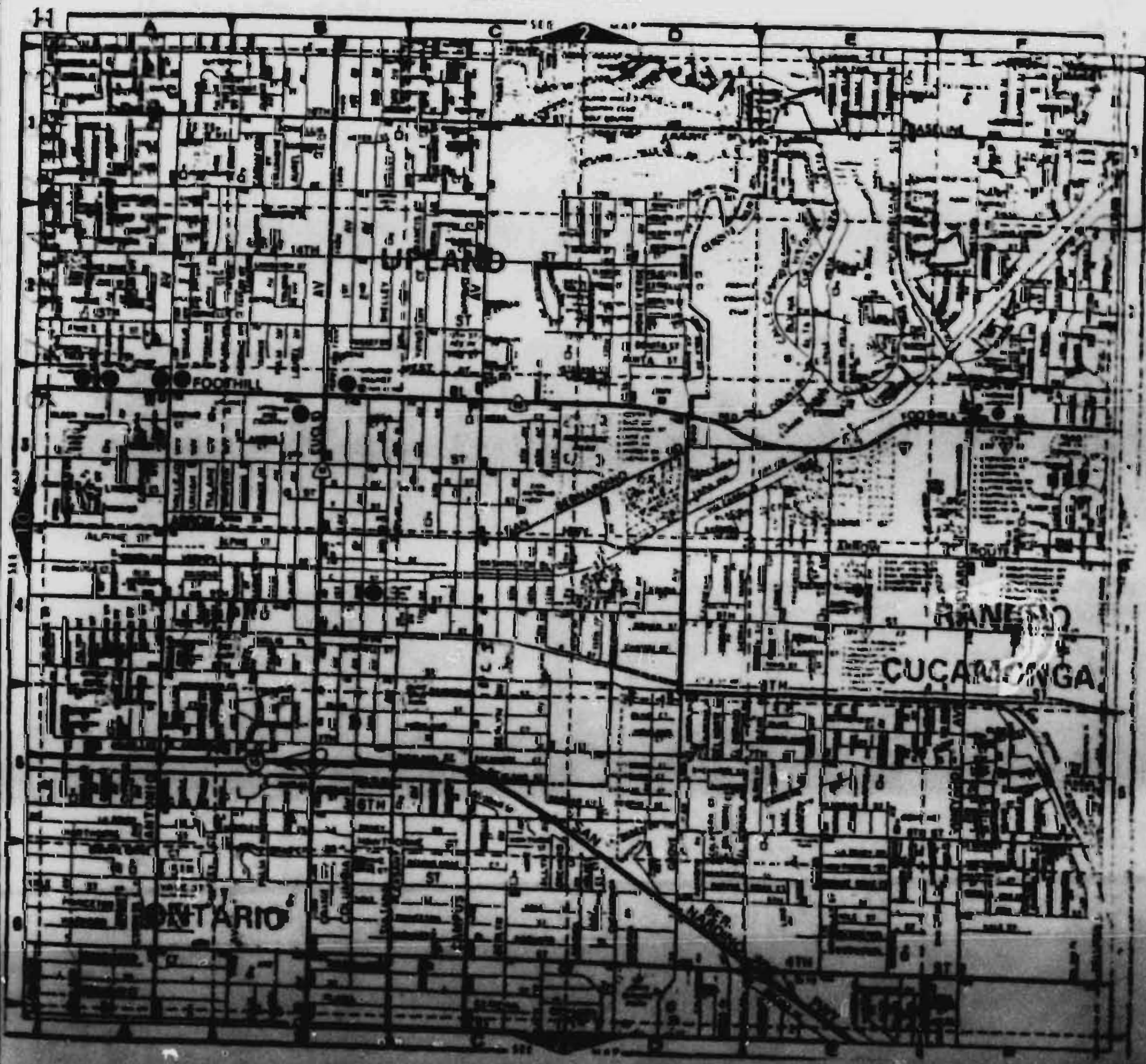
Appraiser's Signature ______ [ ] Trainee [ ] Review [ ] Other
Appraiser's Name (print) ______ SS# ______
State ___ [ ] License [ ] Certified Residential [ ] Certified # ______

Wilde
7686 Buena Vista Drive
Rancho Cucamonga, CA 97130



Wilde
7686 Buena Vista Drive
Rancho Cucamonga, CA 91730

LOCATION MAP



SKETCH ADDENDUM

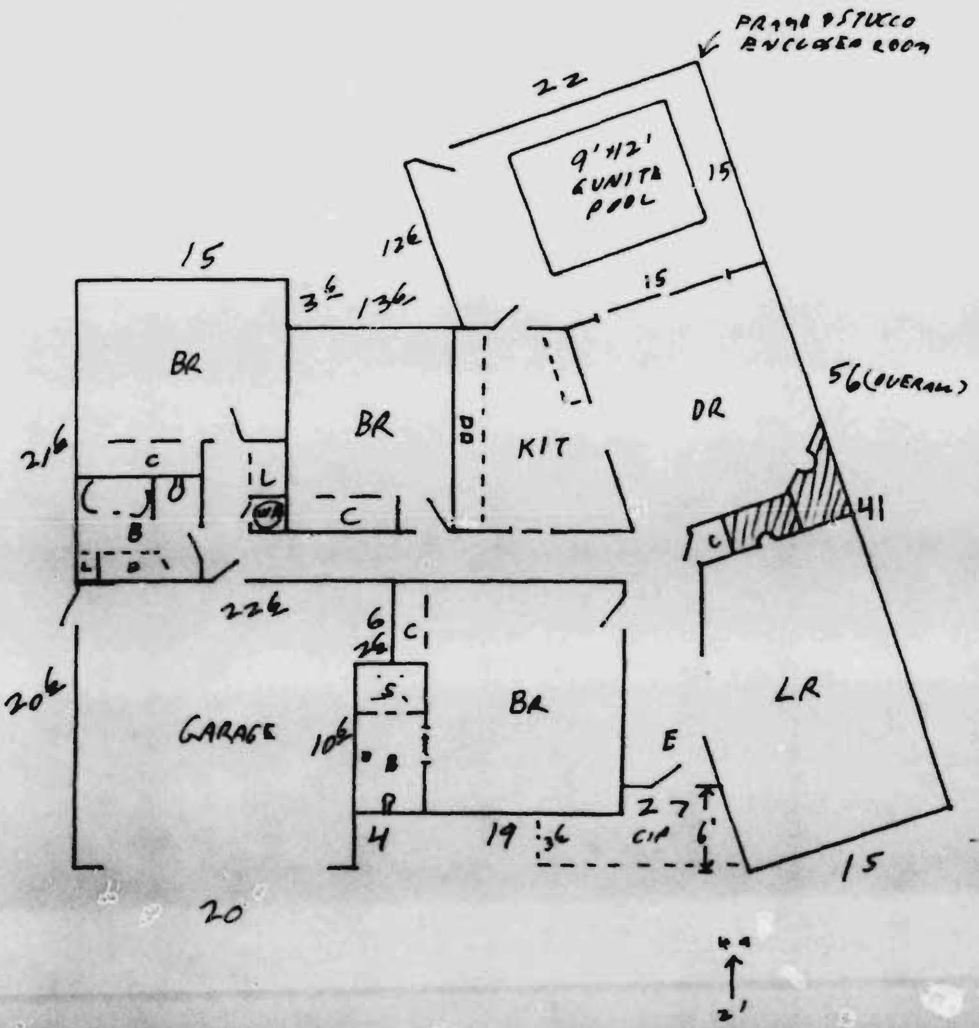
Borrower/Client	Wilde
Property Address	7686 Buena Vista Drive
City	Rancho Cucamonga · County: San Bernardino · State: CA · Zip Code: 91730
Lender	Central City Mortgage

CALCULATIONS:

Residence:					
15	X	3.5	=	5.25	
50.5	X	18	=	909	
28	X	6	=	168	
30.5	X	8.5	=	259.25	
19	X	2	=	38	
8	X	5	=	40	
5.75	X	32.5	=	186.875	
16	X	1.5	=	24	
8	X	4	=	32	
TOTAL			=	1,662	SF

Garage:		
20 X 20.5	=	410
2.5 X 6	=	15
TOTAL	=	425 SF

Pool Room:		
22 X 15	=	330
(-3.5 X 2.5)	=	(-8.75)
TOTAL	=	321 SF



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.

2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.

4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).

5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.

6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.

3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.

4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.

7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.

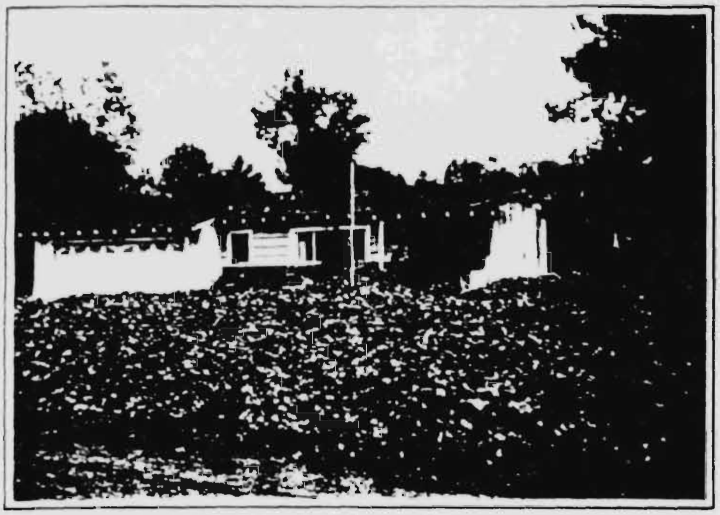
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.

9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

Date: 10/21/83 Appraiser(s) [signature]

PHOTOGRAPH ADDENDUM

Borrower/Client	Wilde
Property Address	[illegible]
City	Rancho Cucamonga
County	San Bernardino
State	CA
Zip Code	91730
Lender	Central City Mortgage



FRONT OF SUBJECT PROPERTY

REAR OF SUBJECT PROPERTY

STREET SCENE

☒ ADDITIONAL PHOTOGRAPHS ON REVERSE SIDE

COMPARABLE #4

MULTI-PURPOSE SUPPLEMENTAL ADDENDUM
FOR FEDERALLY RELATED TRANSACTIONS (FIRREA)

Borrower/Client	Wilde						
Property Address	7686 Buena Vista Drive						
City	Rancho Cucamonga	County	San Bernardino	State	CA	Zip Code	91730
Lender	Central City Mortgage						

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC) and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

[X] PURPOSE & FUNCTION OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a Federally related transaction.

[X] EXTENT OF APPRAISAL PROCESS

[X] The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

[X] The Reproduction Cost is based on the Marshall & Swift Residential Cost Handbook supplemented by the appraiser's knowledge of the local market.

[X] Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.

[X] The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.

[ ] The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.

[ ] For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

[X] SUBJECT PROPERTY OFFERING INFORMATION

According to the owner & local MLS sources the subject property

[X] ***has not been offered*** for sale in the past 12 months or ______ years

[ ] ***is currently offered*** for sale for $ ______

[ ] ***was offered*** for sale within the past ______ months or ______ years

[ ] Offering information ***was considered*** in the final reconciliation of value

[ ] Offering information ***was not considered*** in the final reconciliation of value

[ ] Offering information ***was not available***. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum

[X] SALES HISTORY OF SUBJECT PROPERTY

According to TRW-REDI Property Data the subject property

[X] ***has not transferred*** in the past 12 months or ______ years

[ ] ***has transferred*** in the past ______ months or ______ years

[ ] All prior sales which have occurred in the past ______ months or ______ years are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

[X] FEMA FLOOD HAZARD DATA

[X] Subject property ***is not located*** in a FEMA Special Flood Hazard Area.

[ ] Subject property ***is located*** in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
C	060671/0005A	9/5/84	Rancho Cucamonga

[ ] The community ***does not participate*** in the National Flood Insurance Program

[X] The community ***does participate*** in the National Flood Insurance Program

[X] It is covered by ***a regular*** program

[ ] It is covered by ***an emergency*** program

FW-70M
December 1992

9704333554

File No. 20705107

Purpose of Appraisal is to estimate Market Value [as defined] in the Certification & Statement of Limiting Co[nditions] — Estimate Market Value

COST APPROACH

BUILDING SKETCH (SHOW GROSS LIVING AREA ABOVE GRADE)

SEE ATTACHED DIAGRAM

Note: Land value obtained by abstraction from comparable sales in the area.

Title policy not reviewed by this appraiser for this report.

ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS

Dwelling 1,662 Sq Ft @ $ 64.50	= $	107,199
Pool Rm 321 Sq Ft @ $ 25.00	=	8,025
Extras Incl. in SF Cost	=	
Incl. in SF cost		
Special Energy Efficient Items None	=	
Porches, Patios, etc. porch, pool	=	10,000
Garage/Carport 425 Sq Ft @ $ 22.00	=	9,350
Total Estimated Cost New	= $	134,574
Less 25 % — Physical / Functional / External — Depreciation 33644 / 3000 / 0	= $	36,644
Depreciated Value of Improvements	= $	97,930
Site Imp. "as is" (driveway, landscaping, etc.)	= $	9,000
ESTIMATED SITE VALUE	= $	120,000
(If leasehold, show only leasehold value) Actual		226,930
INDICATED VALUE BY COST APPROACH Rounded	$	226,900

(Not Required by Freddie Mac and Fannie Mae)
Does property conform to applicable HUD/VA property standards? [X] Yes [ ] No
If No, explain

Construction Warranty [ ] Yes [X] No
Name of Warranty Program
Warranty Coverage Expires N/A

SALES COMPARISON ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (−) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	7686 Buena Vista Drive	7748 Buena Vista Dr (11 E-2)		8535 Country Club Drive (11 E-2)		8630 Calle Quebrad. (11 E-2)	
Proximity to Subject		1 block S/E		4 blocks S/E		5 blocks S/E	
Sales Price	$ N/A		$ 262,000		$ 280,000		$ 234,000
Price/Gross Liv. Area	$ N/A	$ 100.85		$ 103.02		$ 110.69	
Data Source	N/A	Dataquick/pub. rec.		Dataquick/pub. rec.		MLS/public records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(−)$ Adjustment	DESCRIPTION	+(−)$ Adjustment	DESCRIPTION	+(−)$ Adjustment
Sales or Financing Concessions	N/A	Conv. 38%dn #317899		Conv. 10%dn #136049		Conv. 10%dn #206070	
Date of Sale/Time	N/A	7/27/93 cl.		3/29/93 cl.		5/13/93 cl.	
Location	Residential	Residential		Residential		Residential	
Site/View	11,200SF/Gd	10,030SF/Gd		14,040SF/Gd		12,000SF/Gd	
Design and Appeal	Conv.	Conv.		Conv.		Conv.	
Quality of Construction	Average	Average		Average		Average	
Age	39	30		31		29	
Condition	Good	Good		Good		Good	
Above Grade Room Count (Total / Bdrms / Baths)	6 / 3 / 2	6 / 3 / 3	-2,000	6 / 3 / 2		8 / 4 / 2.5	-3,000
Gross Living Area	1,662 Sq Ft	2,598 Sq Ft	-28,000	2,718 Sq Ft	-31,500	2,114 Sq Ft	-18,500
Basement & Finished Rooms Below Grade	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	F/A & CAC	F/A & CAC		F/A & CAC		F/A & CAC	
Garage/Carport	2 Garage	3 Garage	-3,000	2 Garage		2 Garage	
Porches, Patio, Pools, etc.	porch	pch, patio	-1,000	pch, patio	-1,000	pch, patio	-1,000
	encl. room	None	+3,000	None	+3,000	None	+3,000
	small pool	larger pool	-2,000	None	+5,000	None	+5,000
Special Energy Efficient Items	None	None		None		None	
Fireplace(s)	FP	FP		FP		FP	
Other (e.g. kitchen equip., remodeling)	Blt-ins	Blt-ins		Blt-ins		Blt-ins	
Net Adj. (total)		[ ] + [X] −	$ -33,000	[ ] + [X] −	$ -24,500	[ ] + [X] −	$ -14,500
Indicated Value of Subject			$ 229,000		$ 255,500		$ 219,500

Comments on Sales Comparison: #1: Larger house, sim. lot, good view, with standard pool, 3 car garage. #2: Larger house, sim. lot, sim. view, no pool. #3: Larger house, sim. lot, sim. view, no pool, similar other amenities.

INDICATED VALUE BY SALES COMPARISON APPROACH $ 225,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent $ N/A /Mo. x Gross Rent Multiplier N/A = $ N/A

RECONCILIATION

This appraisal is made [X] "as is" [ ] subject to the repairs, alterations, inspections or conditions listed below [ ] completion per plans and specifications.

Comments and Conditions of Appraisal: No requirements. See attached sheets(2) for additional data & comments on subject property, data used in this report.

Final Reconciliation: Most weight given to the market data approach, which is considered to be the most reliable indicator of value for this type of property. Cost approach given lesser weight. See addendum for comments on income approach.

This appraisal is based upon the above requirements, the certification, contingent and limiting conditions, and Market Value definition that are stated in

[ ] FmHA, HUD &/or VA instructions.
[ ] Freddie Mac Form 439 (Rev. 7/86)/Fannie Mae Form 1004B (Rev. 7/86) filed with client 19 [X] attached.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF October 16, 19 93 to be $ 225,000

I (We) certify: that to the best of my (our) knowledge and belief the facts and data used herein are true and correct; that I (we) personally inspected the subject property, both inside and out, and have made an exterior inspection of all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.

Appraiser(s) SIGNATURE [signature] Review Appraiser SIGNATURE [ ] Did [ ] Did Not
NAME Russell J. Jakubauskas (if applicable) NAME Inspect Property

97043333555

Wilde
7686 Buena Vista Drive
Rancho Cucamonga, CA 91730

ITEM	SUBJECT	Comparable No. 4					
Address	7686 Buena Vista Dr.	7758 Calle Bresca (11 E-2)		7758 Calle Bresca*			
Proximity to Subject		4 blocks S/E					
Sales Price	$ N/A		$222,000		$ 232,500		$
Price/Gross Liv. Area	$ N/A ☑	$107.30 ☑		$ 110.93 ☑		$ ☑	
Data Source	N/A	Dataquick/pub. rec.		Agent(909)980-5000			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sales or Financing Concessions	N/A	Conv. 39%dn #107749		Cash to new Conv. loan			
Date of Sale/Time	N/A	3/9/93 cl.		10/27/93*			
Location	Residential	Residential					
Site/View	11,200SF/Gd	13,515SF/No	+10000				
Design and Appeal	Conv.	Conv.					
Quality of Construction	Average	Average					
Age	39	12					
Condition	Good	Good					
Above Grade Room Count (Total / Bdrms / Baths)	6 / 3 / 2	6 / 3 / 2.5	-1000	Total / Bdrms / Baths		Total / Bdrms / Baths	
Gross Living Area	1,662 Sq Ft	2,069 Sq Ft	-12000	Sq Ft		Sq Ft	
Basement & Finished Rooms Below Grade	None	None					
Functional Utility	Average	Average					
Heating/Cooling	F/A & CAC	F/A & CAC					
Garage/Carport	2 Garage	3 Garage	-3000				
Porches, Patio, Pools etc.	porch encl. room	pch, patio none	-1000 +3000				
Special Energy Efficient Items	small pool	pool & spa	-5000				
Fireplace(s)	FP	FP					
Other (e.g. kitchen equip., remodeling)	Blt-ins,DW	Blt-ins,DW					
Net Adj. (total)		+ X - $	7,000	+ X - $	7,000	+ - $	
Indicated Value of Subject		$	215,000	$	225,500	$	

Comments on Sales Comparison #4: Larger house, similar lot, no view amenity, no encl. room 3 car garage, cov. patio. *This property has been relisted and has sold again(due to close 10/27/93, according to the real estate agent). The property is basically unchanged from the date of the 3/9/93 sale. Adjustment of this sale is included in this analysis as additional support of the val conclusion reached in this report.

REGARDING COMPARABLE SALES DATA USED:

The subject property is located in a neighborhood which adjoins the Red Hill Country Club, a private club located in the southwestern quadrant of Rancho Cucamonga. This neighborhood is unique in the city of Rancho Cucamonga in terms of the proximity to a golf course and the general makeup of homes, which is a mixture of older and newer homes of average to good quality. Due to the unique nature of the neighborhood, it is the experience of this appraiser that drawing comparable sales from neighborhoods outside of the immediate neighborhood will generally not support the value of homes in the subject neighborhood due to the aforementioned unique neighborhood characteristics. For this reason, all sales used in this report are from the Red Hill area. However, due to the generally slow real estate market in this locale, sales data was very limited in the past 6-12 months, necessitating the use of sales requiring some larger than generally accepted adjustments, but this was due to a lack of superior data in the subject neighborhood as of the date of this report.

Respectfully submitted,

Russell J. Jakubauskas

Russell J. Jakubauskas

9704035556

Wilde
7686 Buena Vista Drive
Rancho Cucamonga, CA 91730

REGARDING SUBJECT LOCATION/ADDRESS:
According to property ownership sources available to this appraiser, the subject property has an address of 7686 Buena Vista Drive, Rancho Cucamonga, CA 91730. The subject site has frontage on Buena Vista Drive, but the residence has access on a paved easement along the western boundary of the subject site which is commonly known as Calle Casino Lane. The location of the subject property poses no access or other problems, but there is at times some confusion as to the address of the property. The address used in this report was that which was found among public records information on the subject property.

Respectfully submitted,

Russell J. Jakubauskas

MANATT
PHELPS
PHILLIPS
ATTORNEYS AT LAW

Ronald B. Turovsky
Direct Dial: (310) 312-4249
Internet: rturovsky@manatt.com

June 14, 1996

Alva Smith, Esq.
Office of the General Counsel
Federal Election Commission
Washington, D.C. 20463

Re: MUR 4368

Dear Ms. Smith:

I. INTRODUCTION.

This letter is in response to Colleen T. Sealander's letter dated May 28, 1996, to D. Linn Wiley, President of Citizens Business Bank, formerly known as Chino Valley Bank ("Citizens"). The letter states that a complaint had been received by the Federal Election Commission (the "Commission") indicating that Citizens may have violated the Federal Election Campaign Act of 1971 as amended (the "Act").

It is respectfully submitted that the Commission should conclude that no action should be taken in this matter and that the Commission should find that there is no reason to believe that there was a violation of the Act. The various elements described in the statute and the regulation demonstrate that the loan by Citizens was made in the ordinary course of business. Citizens did not make a contribution here. The file should be closed.

II. LEGAL BACKGROUND.

As the Commission is doubtless aware, 2 U.S.C. § 431(8) (B) (vii) provides that the word "contribution" does not include a loan made by a State bank, a federally chartered depository institution, or a depository institution the deposits or accounts of which are insured by the FDIC, FSLIC, or the National Credit Union Administration made in accordance with applicable law and in the "ordinary course of business." Such a loan shall be made on a basis which assures repayment, must be evidenced by a written instrument, shall be subject to a due date or amortization schedule, and shall bear the usual and customary interest rate of the lending institution. *Id.*

The regulations more specifically provide that a loan will be deemed to be made in the ordinary course of business when it bears the usual and customary interest rate, is made on a basis which assures repayment, is evidenced by a written instrument, and is subject to a due date or amortization schedule. 11 CFR § 100.7(b)(11).

The second factor, whether the loan is made on a basis which assures repayment, is further discussed in the regulation. *Id.* at § 100.7(b)(11)(i). The regulation provides that the loan has been made on a basis which assures repayment when the lending institution has perfected a security interest in collateral owned by the candidate receiving the loan, the fair market value of which is equal to or greater than the loan amount and any senior liens. *Id.* at § 100.7(b)(11)(i)(A)(1). The candidate must be able to provide documentation to show the security interest. *Id.* If the latter requirements are not met per se, the Commission is to evaluate the totality of the circumstances on a case-by-case basis in deciding whether the loan has been made in a way that assures repayment. *Id.* at § 100.7(b)(11)(ii).

III. ANALYSIS.

Based on these factors listed in the statute and the regulation, the loan should not be considered a contribution. The loan has been made in accordance with applicable banking laws. The loan also satisfies the definition in the statute and the regulation.

First, the loan bears the usual and customary interest rate of the lending institution for the category of loan involved. The rate of this loan was 11.25% fixed. That was Citizen's ordinary and customary charge for a loan of this size of this nature. Declaration of Janice Tillema ("Tillema Decl.") at ¶ 3. Moreover, the loan was evidenced by a written note and deed of trust. *Id.* at ¶ 4. Attached hereto is the note and deed of trust. *See* Tillema Decl. at Exhibit A. Third, the loan was subject to a due date or amortization schedule. *Id.* at ¶ 5. The loan had a ten-year amortization, with an 18-month maturity. *Id.*

Finally, the loan was made on a basis which assured repayment. First, § 100.7(b)(11)(i)(A)(1) is satisfied. Citizens perfected a written security interest in the candidate's residence. Enclosed is documentation showing the security interest. *See* Tillema Decl. at Exhibit A. It should be pointed out that Citizens, in its usual and customary business, does not require appraisals for loans of this size. Tillema Decl. at ¶ 7. Likewise, there is no requirement that an appraisal be obtained. The individual who approved the loan for Citizens found that there had been no recent neighborhood sales to help determine the current market value. Declaration of Robert D. Aikin ("Aikin Decl.") at ¶ 3. He noted that there had been two sales of homes located nearby far in excess of the amount of the mortgage, although the sales were some time ago. *Id.* The borrower stated on her financial statement that the value of the home was $250,000. *Id.*

The complainant has argued that the fair market value of the collateral was not equal to or greater than the loan amount and any senior liens. Complainant has made that argument by obtaining a "limited appraisal," which he contends shows a value for the home of $170,000, and comparing that to the mortgage on the property, which he says was $191,000.

This does not demonstrate the conclusion complainant reaches. First, the report was not a "complete appraisal," but was a "limited appraisal," which, based upon the report's own description, has "varying levels of reliability" and should not be considered a "complete appraisal." It is far from the case that this "limited appraisal" establishes the fair market value of the property. The appraisal was just a drive-by; the appraiser never entered the home. Second, complainant has inflated the size of the mortgage on the home, raising it from $188,000 to $191,000.

As noted, the regulation provides that, when it is not the case that the institution has perfected a security interest in collateral owned by the candidate receiving the loan, the fair market value of which is equal to or greater than the loan amount and any senior liens, the Commission is to examine the totality of the circumstances on a case-by-case basis in deciding whether the loan has been made in a way that assures repayment. Here, based upon the totality of the circumstances, the loan has been made in a way that assures repayment in this case.

Citizens looked to a multiplicity of sources for repayment. The borrower represented on her financial statement that she had a net worth of approximately $189,000 based upon equity in real estate, a $52,000 pension, a $20,000 retirement balance, and $26,000 in artwork. Aikin Decl. at ¶ 4. As a judge, the candidate's position at the time, or a congresswoman, the office she would be seeking, her income would be between $108,000 and $130,000, which would be sufficient to service her expenses and the loan. *Id.* She was viewed as highly employable with great character strengths. *Id.* The fact that Citizens had security in her principal residence, which she presumably would want to keep, also gave Citizens assurance of repayment. *Id.* It should also be noted that the candidate has been fully repaying the loan. *Id.* at ¶ 5.

Finally, it should be considered that there was far from any intent to make a contribution, to violate the law, or to do anything other than make a loan that would lead to payment of interest and principal. Citizens does not frequently if ever make loans to political candidates, is not active in politics and fundraising, and is generally not familiar with the rules governing loans to candidates. Tillema Decl. at ¶ 8. Citizens was unaware of the statutes and regulations discussed above governing loans to candidates for federal office and that there are any unique restrictions relating to such loans. *Id.* Citizens did not intend to support the recipient of the loan's campaign, but viewed this at all times as a business transaction. *Id.* Citizens is in the business of making loans and made such a loan here. *Id.* There was no intent to violate the law. *Id.*

IV. CONCLUSION.

The Commission should conclude that no action should be taken in this matter and find that there is no reason to believe that there was a violation of the Act. The loan by Citizens was made in the ordinary course of business. Citizens did not make a contribution. Certainly, there was no intention to make a contribution or to violate the law. The file should be closed.

Very truly yours,

Ronald B. Turovsky

Ronald B. Turovsky
Manatt, Phelps & Phillips

RBT:rbt

DECLARATION OF JANICE TILLEMA

I, Janice Tillema, declare:

1. The following is true of my personal knowledge. If called as a witness, I could and would competently testify to the following.

2. I am Senior Vice President, Credit Management Division, of Citizens Business Bank ("Citizens"). I am familiar with the lending practices of Citizens. I am also generally familiar with the background of the loan to Linda Wilde.

3. The rate of this loan, 11.25% fixed, was Citizen's usual and customary interest rate for the category of this loan.

4. The loan was evidenced by a written note and deed of trust. Attached hereto as Exhibit A is a copy of the note and deed of trust.

5. The loan was subject to a due date or amortization schedule. The loan had a 10-year amortization, with an 18-month maturity.

6. Citizens received a written security interest in Ms. Wilde's residence. *See* Exhibit A.

7. Citizens, in its usual and customary business, does not require appraisals of the underlying real property securing loans of this size.

8. Citizens did not intend to make a contribution to Ms. Wilde, to violate the law, or to do anything other than make a loan that would lead to payment of interest and principal. Citizens does not frequently if ever make loans to political candidates, is not active in politics and fundraising, and is generally not familiar with the rules governing loans to candidates. Citizens was unaware of the statutes and regulations governing loans to candidates

for federal office and that there are any unique restrictions relating to such loans. Citizens did not intend to support Ms. Wilde's campaign but viewed this as a business transaction. Citizens is in the business of making loans and made such a loan here. There was no intent to violate the law.

I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct. Executed this 13th day of June, 1996, at Ontario, California.

JANICE TILLEMA

Exhibit A

CHINO VALLEY BANK 255 NORTH EUCLID AVENUE ONTARIO, CA 91762 LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	LINDA M. WILDE 7686 CALLE CASINO RANCHO CUCAMONGA, CA 91730 BORROWER'S NAME AND ADDRESS "I" includes each Borrower above, jointly and severally.	Loan Number 233-015649 52 Date SEPTEMBER 14, 1995 Maturity Date MAR. 11, 1997 Loan Amount $ 50,000.00 Renewal Of

TERMS FOLLOWING A ☐ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of FIFTY THOUSAND AND NO/100* Dollars $ 50,000.00 plus interest from SEPTEMBER 20, 1995 at the rate of 11.250 % per year until MARCH 11, 1997.

☒ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of $ 100.00, and it will be ☒ paid in cash. ☐ paid pro rata over the loan term. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:

(a) ☐ Interest due:

Principal due:

(b) ☒ This note has 18 payments. The first payment will be in the amount of $ 694.14 and will be due OCTOBER 11, 1995. A payment of $ 694.14 will be due on the 11TH day of each MONTH thereafter. The final payment of the entire unpaid balance of principal and interest will be due MARCH 11, 1997.

INTEREST - Interest accrues on a ACTUAL/365 basis.

☒ MINIMUM INTEREST CHARGE - I agree to pay a minimum interest charge of $ 100.00 if I pay this loan off before you have earned that much in interest.

☒ LATE CHARGE - I agree to pay a late charge on the portion of any payment made more than 10 days after it is due equal to 5.000% OF THE LATE PAYMENT WITH A MINIMUM OF $5.00

☒ COMPOUNDING - This note provides for the compounding of interest.

☒ POST-MATURITY INTEREST - Interest will accrue at the rate of 21.000 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

☐ RETURNED CHECK CHARGE - To the extent not prohibited by law, you agree to pay us $ for each check presented for payment which is dishonored because of insufficient funds or no account.

THE PURPOSE OF THIS LOAN IS CONSUMER: ACCOMMODATE LIVING EXPENSES DURING CANDIDACY PERIOD.

SECURITY - You have certain rights that may affect this property as explained on page 2. This loan ☒ is ☐ is not further secured.

(a) ☒ This loan is secured by DEED OF TRUST dated SEPTEMBER 14, 1995.

(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for PERSONAL purposes.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed.
11.400 %	$ 8,029.41	$ 49,900.00	$ 57,929.41	YES - I want an itemization. NO - I do not want an itemization.

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
17	$ 694.14	MONTHLY BEGINNING OCTOBER 11, 1995
1	$ 46,129.03	MARCH 11, 1997
	$	
	$	

"e" means an estimate.

$ Filing Fees

$ Nonfiling Insurance

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security - I am giving a security interest in: ☒ (brief description of other property) 7686 Buena Vista Rancho Cucamonga, CA 91730

☐ the goods or property being purchased.

☐ collateral securing other loans with you may also secure this loan.

☒ my deposit accounts and other rights to the payment of money from you.

☐ Required Deposit - The annual percentage rate does not take into account my required deposit.

☒ Late Charge - I will be charged a late charge on the portion of any payment made more than 10 days after it is due equal to 5.000% OF THE LATE PAYMENT WITH A MINIMUM OF $5.00

Prepayment - If I pay off this note early, I ☒ may ☐ will not have to pay a penalty.

☒ If I pay off this note early, I will not be entitled to a refund of part of the finance charge.

☒ Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		

I ☐ do ☐ do not want credit life insurance.

I ☐ do ☐ do not want credit disability insurance.

I ☐ do ☐ do not want joint credit life insurance.

I ☐ do ☐ do not want ________ insurance.

X ________ DOB

X ________ DOB

PROPERTY INSURANCE - I may obtain property insurance from or through anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ ________ for ________ of coverage.

SINGLE INTEREST INSURANCE - I may obtain single interest insurance from or through anyone I want that is acceptable to you. If I get the insurance from or through you I will pay $ ________ for ________ of coverage.

(Optional)

Signed ________ For Lender

Title ________

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	$
AMOUNT PAID ON MY (LOAN) ACCOUNT	$
	$
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	$
to Public Officials	$
	$
See attached Exhibit "A"	$
Addendum to Disclosure	$
(less) PREPAID FINANCE CHARGE(S)	$
Amount Financed	$

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.

COSIGNERS - SEE SEPARATE NOTICE TO COSIGNER BEFORE SIGNING.

Signature LINDA M. WILDE

Signature

9704535564

9704333 5565

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of California. The federal Truth-in-Lending disclosures on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. No late charge will be assessed under the conditions described in the "Disability Insurance Claim" paragraph below. The actual amount of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

USURY - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCRUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:

(a) If the note is payable on demand, on the date you make demand for payment.
(b) If the note is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
(c) On the date of the last scheduled payment of principal, or
(d) On the date you accelerate the due date of this loan (demand immediate payment).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DISABILITY INSURANCE CLAIM - As provided by California Civil Code Section 1812.400 et seq., if you have directly participated in, arranged, or received a commission or other compensation for the sale of credit disability insurance to me, you will not invoke any of your remedies against me because of my nonpayment of any sum due during a disability claim period. A disability claim period begins on the due date of the first payment I don't pay for which I claim disability coverage arising from a then current disability and continues for three calendar months or until the insurer pays or rejects my claim, whichever occurs first.

DEFAULT - Subject to any limitations in the "Real Estate or Residence Security" or "Disability Insurance Claim" paragraphs above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

(a) I fail to make a payment in full when due;
(b) I die, am declared incompetent, or become insolvent;
(c) I fail to keep any promise I have made in connection with this loan;
(d) I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
(e) I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
(f) Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
(g) The Property is damaged, destroyed or stolen;
(h) I fail to provide any additional security that you may require;
(i) Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
(j) Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on the note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "Real Estate or Residence Security" or "Disability Insurance Claim" paragraphs above, if I am in default on the loan or any agreement securing the loan, you may:

(a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
(b) Use the right of set-off as explained below;
(c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
(d) Make a claim for any and all insurance benefits or refunds that may be available on my default;
(e) Use any remedy you have under state or federal law; and
(f) Use any remedy given to you in any agreement securing this loan.

Unless otherwise provided by law, by choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes, unless prohibited by law, reasonable attorneys' fees. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you, to the extent not prohibited by law.

"Right to receive money from you" means:

(a) Any deposit account balance I have with you;
(b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
(c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a purchase money loan, you may include the name of the seller on the check or draft for this loan.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if this security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan; and
(b) Payments on the purchase money loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word Property includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss of damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in California. The firm will be reasonably acceptable to you. However, I voluntarily choose the insurance agent or broker through whom the insurance is obtained and you do not condition the making of the loan upon the selection of a particular insurance agent or broker. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of the document and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" or "DISABILITY INSURANCE CLAIM" paragraphs, you may (after giving notice and waiting a period of time, if required by law):

(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate disclosed on page 1 until paid in full;
(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, as required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

FILING - A copy of this security agreement may be used as a financing statement when allowed by law.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I will not be personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guarantees) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME ______________________________
X

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) FORM NN-B-CA 5/81/91

RECORDED AT THE REQU[illegible]
FIRST AMERICAN TITLE IN[illegible]NCE CO.

RECORDING REQUESTED BY

CHINO VALLEY BANK

WHEN RECORDED MAIL TO

Chino Valley Bank
P.O. Box 986
Claremont, CA 91711-0986

(Ontario)

Recorded in Offici[illegible] Records, County of
San Bernardino, Errol J. Mackzum, Recorder

Doc No. 19950327917
3:00pm 09/21/95

First American Title # 601

PG	FEE	APP		PH CPY	CRT CPY			PCOR
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12			$__				601	T
NON ST	LN	SVY	CIT-CO	TRANS TAX		NO FEE		EXAM

DEED OF TRUST

This Deed of Trust, made this 14th day of September, 1995, between,
LINDA M. WILDE, AN UNMARRIED PERSON
herein called Trustor, whose address is 7686 Calle Casino, Rancho Cucamonga, CA 91730

and

COMMUNITY TRUST DEED SERVICES, a California corporation, herein called Trustee and the Beneficiary, CHINO VALLEY BANK, a California Corporation, herein called Lender.

7032240236

GRANT IN TRUST

Trustor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of San Bernardino, State of California

Lot 85, Tract No. 2573, Red Hill Estates No. 3, in the County of San Bernardino, State of California, as per plat recorded in Book 38 of Maps, pages 44 and 45, records of said county.

Excepting therefrom an undivided 1/2 of all oil, gas and other hydrocarbons as reserved in the deed from Cucamonga Investment Company, a corporation, recorded October 5th, 1923, in book 804, page 280, of deeds.

which has the address of 7686 Buena Vista, Rancho Cucamonga, CA 91730 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Trustor's note (herein "Note") dated September 14, 1995, in the principal sum of U.S. $ 50,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Trustor herein contained; and (b) repayment of any future advances, with interest thereon, made to the Trustor by Lender pursuant to paragraph 18 hereof (herein "Future Advances"), and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Trustor covenants that Trustor is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS, TRUSTOR AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **Payments of Principal and/or Interest.** Trustor shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

9704535566

2. **Applicat[illegible] Payments.** Unless applicable law provides otherwise, all p[illegible]nts received by Lender under the Note shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

3. **Prior Mortgages and Deeds of Trust; Liens.** Trustor shall perform all of Trustor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Trustor's covenants to make payments when due. Trustor shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

4. **Hazard Insurance.** Trustor agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the 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.

The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor.

If the Property is abandoned by Trustor, or if Trustor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Trustor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Trustor shall perform all of Trustor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. **Protection of Lender's Security.** If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Trustor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Trustor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragrap, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Trustor secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give trustor notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of trust.

9. **Trustor Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender 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 or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Trustor, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Trustor shall be joint and several.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Trustor or the Property at the Property Address or at such other address as Trustor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender,

Chino Valley Bank
P.O. Box 986
Claremont, CA 91711-0986

or to the such other address as Lender or Agent may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of trust shall be deemed to have been given to Trustor or Lender when given in the manner designated herein.

14. **This Deed of Trust shall be governed by the Laws of the State of California.** In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

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15. **Lender's Right to Require The Loan to be Paid Off Immediately.** If the Trustor shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Trustor notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Trustor, invoke any remedies permitted by paragraph 16 hereof.

TRUSTOR AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

16. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall 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 shall 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 on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

17. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender 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 to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), 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.

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 the rate prescribed in the Note, all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

18. **Future Advances.** Upon request of Trustor, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Trustor, may make Future Advances to Trustor. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

19. **Reconveyance.** Upon written request of Lender 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." The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

20. **Substitution of Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

21. **Request for Notices.** Trustor requests that copies of the notice of sale and notice of default be sent to Trustor's address which is furnished on page 1 of this deed.

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

MISCELLANEOUS PROVISIONS

23. **Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Trustor is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Trustor and Lender.

24. **Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

Mail to:

IN WITNESS WHEREOF, TRUSTOR HAS EXECUTED THIS DEED OF TRUST

LINDA M. WILDE

State of California
County of San Bernardino
On September 15, 1995 before me, Kaycee Davis Notary Publi, personally appeared
Linda Wilde
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her 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

KAYCEE DAVIS
COMM. # [illegible]
Notary Public — California
SAN BERNARDINO COUNTY
My Comm. Expires JUL 9, 1999

(Seal)

REQUEST FOR FULL RECONVEYANCE

COMMUNITY TRUST DEED SERVICES, TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated ____________________ ______________________________
Signature of Beneficiary (the "LENDER")

____
Signature of Beneficiary (the "LENDER")

WHEN RECORDED, MAIL TO: ______________________________

____

ATT: ______________________________

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DECLARATION OF ROBERT D. AIKIN

I, Robert D. Aikin, declare:

1. The following is true of my personal knowledge. If called as a witness, I could and would competently testify to the following.

2. I am a Vice President of Citizens Business Bank ("Citizens"). I was personally involved in the decision to loan money to Linda Wilde.

3. In connection with this loan, I found that there had been no recent neighborhood sales to help determine the current market value of Ms. Wilde's home. I noted that there had been two sales of homes located nearby far in excess of the amount of the mortgage, although the sales were some time ago. Ms. Wilde disclosed on her financial statement that the value of her home was $250,000.

4. I looked to a multiplicity of sources for repayment of the loan. Ms. Wilde disclosed on her financial statement that she had a net worth of approximately $189,000 based upon equity in real estate, a $52,000 pension, a $20,000 retirement balance, and $26,000 in artwork. As a judge, her position at the time, or a congresswoman, the office she would be seeking, her income would be between $108,000 and $130,000, which I felt would be sufficient to service her expenses and the loan. She was viewed as highly employable with great character strengths. The fact that the bank had security in her principal residence, which she presumably would want to keep, also gave Citizens assurance of repayment.

5. Ms. Wilde has been fully repaying the loan.

I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct. Executed this 13th day of June, 1996, at Ontario, California.

ROBERT D. AIKIN

AGENDA DOCUMENT NO. X97-55

FEDERAL ELECTION COMMISSION SECRETARIAT

AUG 19 4 ... '97

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
) ENFORCEMENT PRIORITY
)

SENSITIVE

AUG 19 1997

EXECUTIVE SESSION

SUBMITTED LATE

GENERAL COUNSEL'S REPORT

I. INTRODUCTION.

The cases listed below have been identified as either stale or of low priority based upon evaluation under the Enforcement Priority System (EPS). This report is submitted to recommend that the Commission no longer pursue these cases.

II. CASES RECOMMENDED FOR CLOSURE.

A. Cases Not Warranting Further Action Relative to Other Cases Pending Before the Commission

EPS was created to identify pending cases which, due to the length of their pendency in inactive status or the lower priority of the issues raised in the matters relative to others presently pending before the Commission, do not warrant further expenditure of resources. Central Enforcement Docket (CED) evaluates each incoming matter using Commission-approved criteria which results in a numerical rating of each case.

Closing such cases permits the Commission to focus its limited resources on more important cases presently pending before it. Based upon this review, we have identified 34 cases which do not warrant further action relative to other pending matters.[1]

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[1] These cases are: MUR 4470 (*Ward for Congress*); MUR 4478 (*Citizens for Tom Reynolds*); MUR 4492 (*Friends of Ken Poston*); MUR 4498 (*Darryl Roberts for Congress*); MUR 4506 (*The Hon. Ted Little*); MUR 4512 (*Friends of Lane Evans*); MUR 4517 (*Unknown Respondent*); MUR 4518 (*Kansans for Rathbun*); MUR 4520 (*Larry Lerner for*

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Attachment 1 to this report contains summaries of each case, the EPS rating, and the factors leading to assignment of a low priority and recommendation not to further pursue the matter.

B. Stale Cases

Effective enforcement relies upon the timely pursuit of complaints and referrals to ensure compliance with the law. Investigations concerning activity more distant in time usually require a greater commitment of resources, primarily due to the fact that the evidence of such activity becomes more remote and consequently more difficult to develop. Focusing investigative efforts on more recent and more significant activity also has a more positive effect on the electoral process and the regulated community. In recognition of these facts, EPS also provides us with the means to identify those cases which, though earning a higher rating when received, remained unassigned due to a lack of resources for effective investigation. The utility of commencing an investigation declines as these cases age, until they reach a point when activation of a case would not be an efficient use of the Commission's resources.

Congress); MUR 4522 (*Republican Party of Bexar County*); MUR 4523 (*Cong. Andrea Seastrand*); MUR 4524 (*Danny Covington Campaign Fund Committee*); MUR 4526 (*Hoeffell for Congress*); MUR 4528 (*Pete King for Congress*); MUR 4529 (*Pete King for Congress*); MUR 4532 (*Citizen's Committee for Gilman for Congress*); MUR 4535 (*Visclosky for Congress*); MUR 4537 (*Di Nicola for Congress*); MUR 4541 (*Ross Perot*); MUR 4548 (*Blagojevich for Congress*); MUR 4550 (*Friends of Wamp for Congress*); MUR 4551 (*John N. Hostettler*); MUR 4557 (*De La Rosa for Congress*); MUR 4559 (*Bill Baker for Congress*); MUR 4560 (*George Stuart Jr. for Congress*); MUR 4562 (*Wayne E. Schile*); MUR 4566 (*Al Gore*); MUR 4574 (*Danny Covington Campaign Fund Committee*); MUR 4576 (*Volunteers for Shimkus*); MUR 4579 (*New Zion Baptist Church*); MUR 4580 (*Friends of Mike Forbes*); MUR 4584 (*Bill Baker for Congress*); MUR 4588 (*Navarro for Congress*); and MUR 4613 (*Guy Kelley for Congress*).

2 The U.S. District Court for the District of Columbia, however, held in *Democratic Senatorial Campaign Committee v. FEC*, Civil Action No. 95-0349 (D.D.C. April 17, 1996) that 24 months was too long a time in which to hold a case in an inactive status.

Twenty one cases have remained on the Central Enforcement Docket for a sufficient period of time to render them stale, all of which are recommended for closure in this Report.[4] This group includes four MURs that became stale several months ago, but were held pending criminal prosecution by the Department of Justice.[5] DOJ obtained convictions in the two criminal cases related to these four MURs (*U.S. v. Jay Kim* and *U.S. v. Dynamic Energy Resources*) based upon guilty pleas by the key defendants, who are also the principal respondents in our pending matters. Pursuit of civil enforcement action in view of the satisfactory results obtained in the criminal cases would not be the most effective use of the Commission's scarce resources at this time.

We recommend that the Commission exercise its prosecutorial discretion and direct closure of the cases listed below, effective August 29, 1997. Closing these cases as

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3

4 These cases are: MUR 4274 (GOPAC); MUR 4358 (*Miller for Senate*); MUR 4361 (*ABC-TV*); MUR 4368 (*Citizens Business Bank*); MUR 4380 (*AFGE Local 2391 PAC*); MUR 4385 (*Dial for Congress*); MUR 4386 (*Zimmer for Senate*); MUR 4396 (*ABC*); MUR 4404 (*Friends of Steve Stockman*); MUR 4410 (*39th Legislative District*); MUR 4417 (*Our Choice II*); MUR 4422 (*Desana for Congress Committee*); and Pre-MUR 336 (*Park National Bank & Trust*).

5 These cases are: MUR 3796 (*Jay Kim for Congress*); MUR 3798 (*Jay Kim*); MUR 4275 (*Jay Kim*); and MUR 4356 (*Dynamic Energy Resources*). In dismissing the Jay Kim cases, we also recommend closing Pre-MUR 352, which is the transmittal of the guilty plea agreement and related documentation in the criminal case against Congressman Kim forwarded by United States Attorney's office.

of this date will permit CED and the Legal Review Team the necessary time to prepare closing letters and case files for the public record.

III. RECOMMENDATIONS.

A. Decline to open a MUR, close the file effective August 29, 1997, and approve the appropriate letters in the following matters:

Pre-MUR 336	Pre-MUR 352

B. Take no action, close the file effective August 29, 1997, and approve the appropriate letters in the following matters:

MUR 3796	MUR 4396	MUR 4522	MUR 4559
MUR 3798	MUR 4404	MUR 4523	MUR 4560
MUR 4274	MUR 4410	MUR 4524	MUR 4562
MUR 4275	MUR 4417	MUR 4526	MUR 4566
	MUR 4422	MUR 4528	MUR 4574
MUR 4356	MUR 4470	MUR 4529	MUR 4576
MUR 4358	MUR 4478	MUR 4532	MUR 4579
MUR 4361	MUR 4492	MUR 4535	MUR 4580
MUR 4368	MUR 4498	MUR 4537	MUR 4584
	MUR 4506	MUR 4541	MUR 4588
MUR 4380	MUR 4512	MUR 4548	MUR 4613
MUR 4385	MUR 4517	MUR 4550	
MUR 4386	MUR 4518	MUR 4551	
	MUR 4520	MUR 4557	

8/14/97
Date

LMNoble (JLJ)
Lawrence M. Noble
General Counsel

Attachment:
Case Summaries

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	Agenda Document No. X97-55
Enforcement Priority	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on August 19, 1997, do hereby certify that the Commission decided by a vote of 4-1 to take the following actions with respect to Agenda Document No. X97-55:

A. Decline to open a MUR, close the file effective August 29, 1997, and approve the appropriate letters in the following matters:

1. Pre-MUR 336. 2. Pre-MUR 352.

B. Take no action, close the file effective August 29, 1997, and approve the appropriate letters in the following matters:

1. MUR 3796.	2. MUR 3798.	3. MUR 4274.
4. MUR 4275.	5. MUR 4356.	6. MUR 4358.
7. MUR 4361.	8. MUR 4368.	9. MUR 4380.
10. MUR 4385.	11. MUR 4386.	12. MUR 4396.
13. MUR 4404.	14. MUR 4410.	15. MUR 4417.
16. MUR 4422.	17. MUR 4470.	18. MUR 4478.

(continued)

19. MUR 4492.	20. MUR 4498.	21. MUR 4506.
22. MUR 4512.	23. MUR 4517.	24. MUR 4518.
25. MUR 4520.	26. MUR 4522.	27. MUR 4523.
28. MUR 4524.	29. MUR 4526.	30. MUR 4528
31. MUR 4529.	32. MUR 4532.	33. MUR 4535.
34. MUR 4537.	35. MUR 4541.	36. MUR 4548
37. MUR 4550.	38. MUR 4551.	39. MUR 4557.
40. MUR 4559.	41. MUR 4560.	42. MUR 4562.
43. MUR 4566.	44. MUR 4574.	45. MUR 4576.
46. MUR 4579.	47. MUR 4580.	48. MUR 4584.
49. MUR 4588.	50. MUR 4613.	

Commissioners Aikens, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Elliott dissented.

Attest:

8-21-97
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 29, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Gregory T. Annigian, Esquire
818 N. Mountain Avenue, Suite 101
Upland, CA 91786

RE: MUR 4368

Dear Mr. Annigian:

On May 20, 1996, the Federal Election Commission received your complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act").

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no action in the matter. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in this matter on August 29, 1997. This matter will become part of the public record within 30 days.

The Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437(g)(a)(8).

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 29, 1997

Ronald B. Turovsky, Esquire
MANATT, PHELPS & PHILLIPS, L.L.P.
11355 W. Olympic Blvd.
Los Angeles, CA 90064

RE: MUR 4368
Citizens Business Bank

Dear Mr. Turovsky:

On May 28, 1996, the Federal Election Commission notified your client of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no action against your client. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in the matter on August 29, 1997.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva E. Smith on our toll-free telephone number, (800) 424-9530. Our local telephone number is (202) 219-3400.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 29, 1997

Linda Marie Wilde
7686 Calle Casino
Rancho Cucamonga, CA 91730

RE: MUR 4368

Dear Ms Wilde:

On May 28, 1996, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no action against you. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in the matter on August 29, 1997.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva E. Smith on our toll-free telephone number, (800) 424-9530. Our local telephone number is (202) 219-3400.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

August 29, 1997

Thomas Keiser, Treasurer
Wilde for Congress
550 W. Durate Road, #4
Arcadia, CA 91007

RE: MUR 4368

Dear Mr. Keiser:

On May 28, 1996, the Federal Election Commission notified you of a complaint alleging certain violations of the Federal Election Campaign Act of 1971, as amended. A copy of the complaint was enclosed with that notification.

After considering the circumstances of this matter, the Commission exercised its prosecutorial discretion to take no action against Wilde for Congress and you, as treasurer. This case was evaluated objectively relative to other matters on the Commission's docket. In light of the information on the record, the relative significance of the case, and the amount of time that has elapsed, the Commission determined to close its file in the matter on August 29, 1997.

The confidentiality provisions of 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record prior to receipt of your additional materials, any permissible submissions will be added to the public record when received.

If you have any questions, please contact Alva E. Smith on our toll-free telephone number, (800) 424-9530. Our local telephone number is (202) 219-3400.

Sincerely,

F. Andrew Turley
Supervisory Attorney
Central Enforcement Docket

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FEDERAL ELECTION COMMISSION

WASHINGTON, D C 20463

THIS IS THE END OF MUR # 4368

DATE FILMED 9-17-97 CAMERA NO. 4

CAMERAMAN Jm1L

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