

A History of 9212 Mira Este Court Grant Deed Transfers and Identified Entities

A synopsis:

- August 2016 - Mira Este Properties LLC (MEP) purchased the Mira Este property for \$2,625,000.
- August 2016 - MEP borrowed \$1,987,500 from Loan Co. of San Diego Loan Company (LoanCoSD) to buy Mira Este.
- 2 months later October 2016 - MEP borrowed another \$600,000 from LoanCoSD.
- 2 months after that December 2016 - LoanCoSD sold the \$2,587,500 worth of loans to Regents Bank.
- 6 months after that, June 2017 - LoanCoSD loaned MEP \$1,100,000.
- November 2018 - Regents Bank had MEP sign a UCC - signing over the real estate and everything in it and rents to cover any default
- July 2019 - Regents Bank issues a Notice of Default (NOD) to MEP for being almost \$700,000 behind in payments on the 2 loans combined
- August 2019 - A Lis Pendens is filed on the Mira Este property because of the Razuki vs Milan lawsuit and the Interveners and Cross-Defendants
- October 2019- Essary, as the Receiver, borrows \$500,000 from Sky & Lana Group Inc. (owned by Razuki) to "refinance" the Mira Este property.
- November 2019 - Notice is recorded that the property will be going to auction(foreclosure) to recover more than \$4,100,000 on the two loans.
- January 13, 2021 - LoanCoSD sells the 3 loans it made in August 2016, October 2016, and June 2017 to Lancer Financial
- January 13, 2021 - Notice of Foreclosure on 2 amounts of \$2.4m and 2.6m totalling over \$4.6m
- January 15, 2021 - LoanCoSD Rescinds the Reconveyances it made January 13th saying that Mira Este had repaid the June 2017 \$1,100,000 loan and the October 2016 \$600,000 loan
- February 4, 2021 - Notice of Foreclosure Sale on 2 loans that the foreclosure trustee now says are worth \$2.6m
- April 28, 2021 - LoanCoSD sells the loan it made in October 2016 to Lancer Financial
- April 28, 2021 - Lancer Financial Sells the Deeds it bought in January '21 back to LoanCoSD
- April 28, 2021 - Miramar Properties Takes over repayment of the loans to LoanCoSD
- May 21, 2021 - Sky & Lana Group Inc. (Razuki) sells its \$500,000 trust deed, arranged by Essary, to Miramar (also Razuki)
- May 27, 2021 - Essary Records a Notice of Foreclosure Sale for \$554,000.
- September 1, 2021 - Essary Gives Notice of Foreclosure Sale.

- October 8, 2021 - LoanCoSD rewrites the \$3,500,000 owed to them by Mira Este to Miramar
- September 28, 2021 - Miramar buys Mira Este for \$568,000

Interesting to note that the County Recorder still shows the sale as having been in 2016 for the same sale price as then, from the same people, and for the same loan amount. Looks like the County believes it was all insider dealing.

It looks like Regents Bank got screwed. I don't see them selling the loans they bought from LoanCoSD back to LoanCoSD, which means they never got repaid and LoanCoSD both sold the loans and then got to collect on them.

So, let's see if we can figure this out. Razuki & Milan purchased Mira Este for \$2,625,000. LoanCoSD lends almost \$2,600,000 to Razuki & Milan. Then it sells that loan to Regents and loans Razuki & Milan \$1,100,000. Regents Bank is taken over and apparently never collects on the \$2,600,000. LoanCoSD continues to try to collect on \$3,700,000 even though it's only out of pocket \$1,100,000. The Receiver borrows \$500,000 from Razuki and then forecloses. Razuki buys the property out of foreclosure and repays the Receiver (Essary) \$567,000. Razuki then takes out a loan with LoanCoSD for \$3,500,000. Razuki is only out of pocket \$567,000 for the property worth millions. LoanCoSD is ahead \$2,400,000 and was wheeling and dealing selling and buying back the deeds after screwing Regents.

In SALAM RAZUKI v NINUS MALAN ET AL ([37-2018-00034229-CU-BC-CTL](#)) at 5:22-7;8 the percentage of shares that were to be held by Salam Razuki and Ninus Malan (the "Partnership Assets") "having been acquired either directly or indirectly", included all the properties set forth in the complaint.

"For all the Partnership Assets, regardless of the paperwork, Razuki and Malan had an oral agreement that after recuperating the initial investments, Razuki would share in seventy-five percent (75%) of the profits & losses and Malan would share in twenty-five percent (25%) of the profits and losses."

As of the date I created this document, this case as well as the related BRADFORD HARCOURT ET AL v RAZUKI INVESTMENTS ET AL ([37-2017-00020661-CU-CO-CTL](#)) case, remain extremely relevant when it comes to considering the foundational financial issues in yet another related case; AMY SHERLOCK ET AL v GINA AUSTIN ET AL ([37-2021-00050889-CU-AT-CTL](#)) as they all remain undecided in open litigation.

Darryl Cotton
July 29, 2023



First American

myFirstAm[®] Recorded Document

35

The Recorded Document images are displayed in the subsequent pages for the following request:

**State: CA
County: San Diego**

**Document Number: 000000442892
Document Date: 20160826**

Grant Deed

BMP16 LLC sells to Mira Este for \$1.5m



previous owners - the Kims

Just before selling the Kims transfer the business into BMP16 LLC.

Limitation of Liability for Informational Report

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DOC# 2016-0442892



Aug 26, 2016 08:00 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$2,931.50

PCOR: INC

PAGES: 4

RECORDING REQUESTED BY
Fidelity National Title Company

AND WHEN RECORDED MAIL TO:

Mira Este Properties, LLC, a California limited liability company
9212 Mira Este Court
San Diego, CA 92126

Escrow No. 23081046-005
Parcel No. 343-082-49-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

- unincorporated area
- the city of San Diego

- Documentary Transfer Tax is \$2887.50
- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale

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

BMP16, LLC

hereby GRANT(s) to

Mira Este Properties, LLC, a California limited liability company

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

Legal Description attached hereto as Exhibit "A" and made a part hereof.

ORDER NO.:
ESCROW NO. 23081046-005

Dated: August 18, 2016

BMP16, LLC

By: [Signature]
Sun Duk Kim, Member

By: [Signature]
Yun Chul Kim, Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF San Diego } SS:

On August 19, 2016 before me, Arlene P. Tangalin,
a Notary Public, personally appeared Sun Duk Kim, Yun Chul Kim who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument he person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Arlene P. Tangalin



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF San Diego } SS:

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

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

WITNESS my hand and official seal.

Signature _____



First American

Recorded Document

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The Recorded Document images are displayed in the subsequent pages for the following request:

**State: CA
County: SAN DIEGO**

**Document Number: 00000534182
Document Date: 20161005**

Release

Kims' lender reconvey title

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY
REFS INC.

DOC# 2016-0534182

AND WHEN RECORDED MAIL TO
SUN DUK KIM AND YUN CHUL KIM
1541 SANTIAGO RIDGE WAY
SAN DIEGO, CA 92154



Oct 05, 2016 02:37 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$18.00

PAGES: 1

DOCID#221975



FULL RECONVEYANCE

RECITALS: BANK OF HOPE as present Trustee for the Deed of Trust dated 12/13/2010 executed by SUN DUK KIM AND YUN CHUL KIM AKA YUN CHUL JUNG WHO ACQUIRED TITLE AS SUN DUK KIM AND YOU CHUL KIM, HUSBAND AND WIFE AS JOINT TENANTS as trustor(s), recorded on 1/11/2011, as Instrument #20110019270, Book N/A, Page N/A of Officials Records in the office of the Recorder of SAN DIEGO County, CA.

NOW THEREFORE, the present Trustee having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby a written request to reconvey, DOES HEREBY RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust in said County in the State of California, describing the land therein as more fully described in said Deed of Trust.

IN WITNESS WHEREOF, BANK OF HOPE, as Trustee, has caused its name hereunto affixed by its officer thereunto duly authorized by its Corporate By-Laws.

Date: September 28, 2016

BANK OF HOPE

By:

REFS INC., JESSE M. BERBER, VICE PRESIDENT, Attorney-in-Fact

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF ORANGE

On 9/28/2016 before me, DANH N. LE, a Notary Public, personally appeared JESSE M. BERBER who proved to me based on satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

DANH N. LE, Notary Public





First American

Recorded Document

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Financing

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000553920
Document Date: 20161014

Mira Este puts property + contents
up as security for \$600,000 loan
from Loan Co of SD

Limitation of Liability for Informational Report

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Recording requested by
Chicago Title Company-SD

DOC# 2016-0553920



Oct 14, 2016 10:24 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$117.00
PCOR: N/A

PAGES: 19

TITLE ORD. NO. 73716012165-PM

ESCROW NO.: 125813

~~RECORDING REQUESTED BY:~~

WHEN RECORDED MAIL TO:

The Loan Company of San Diego
2356 Moore St, Suite 201
San Diego, CA 92110

Above Space for Recorder's Use

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT
OF LEASES AND RENTS AND FIXTURE FINANCING
STATEMENT *unrecorded leases

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH SECTION 9402 OF
THE CALIFORNIA COMMERCIAL CODE (THE "California Commercial Code")

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND
FIXTURE FINANCING STATEMENT ("Deed of Trust"), made effective as of October 4, 2016 by MIRA
ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Trustor"),
whose address for purposes of this Deed of Trust is 1545 Hotel Circle South, Suite 145, San Diego, CA 92110
(the State of California is hereinafter sometimes referred to as the "State"); TO AND IN FAVOR OF THE
LOAN COMPANY OF SAN DIEGO, a California limited partnership ("Trustee"); FOR THE BENEFIT
OF THE LOAN COMPANY OF SAN DIEGO, a California limited partnership (collectively, the
"Beneficiary"), whose address is 2356 Moore Street, Suite 201, San Diego, CA 92110.

WITNESSETH:

To secure the payment of a debt described below (the "Debt"), Trustor hereby grants, bargains,
conveys, transfers, and assigns to Trustee, in trust, WITH POWER OF SALE, all of the real property described
in Exhibit "A" attached hereto (the "Premises"), commonly known as 9212 Mira Este Court, San Diego,
CA 92126- 6398 and the buildings, structures, additions, enlargements, lot line adjustment additions,
extensions, modifications, repairs and improvements now or hereafter located thereon (the "Improvements");

TOGETHER WITH: All right, title, interest and estate of Trustor now owned or hereafter acquired in the
following property, rights, interests, and estates (collectively called the "Trust Property"):

(a) All easements, rights-of-way, strips of land, streets, alleys, passages, sewer rights, mineral rights,
water rights and powers, and all estates, rights, titles, interests, privileges, tenements, hereditaments and
appurtenances of any nature, in any way belonging, relating or pertaining to the Premises and the reversion and
reversions, remainder and remainders, and all land laying in the bed of any street, road or avenue, opened or
proposed, in front of or adjoining the Premises to the center line thereof and all the estates, rights, titles, interests,
dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand, both in law
and in equity, of Trustor in the Premises and every part thereof and all appurtenances thereto;

(b) All machinery, furniture, equipment, farm tools, plant material, fertilizers, plants, crops, plant stock,
racking, huts, temporary structures, heating and ventilation equipment, irrigation equipment, fixtures, material,
appliances and other articles of personal property of every kind owned by Trustor, or in which Trustor has an
interest, located upon the Premises, and appurtenances thereto, and such machinery, furniture, equipment, fixtures

miraesleproperties,llc

1272_Trust

Deed

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and other articles of personal property which consist of all appliances, awnings, window shades, drapery rods, brackets, screens, floor coverings, incinerators and carpeting used in the operation of the Premises and Improvements (and all other personal property, either similar or dissimilar to the foregoing usable in the operation of the Premises and Improvements and located in and on it), together with all replacements and substitutions therefor, now owned or hereafter acquired by Trustor and located in or on said Premises and Improvements, together with all materials intended for construction, reconstruction, alteration, and repair of the Improvements (hereinafter collectively called the "**Equipment**"), together with all condemnation awards and rights under insurance policies and Leases described below pertaining to said Premises or the Improvements now or hereafter located thereon;

(c) All awards or payments, including interest, which may be made as to the Trust Property, whether from the exercise of the right of eminent domain, constructive taking or for any other injury to or decrease in the value of the Trust Property (collectively, "**Awards**");

(d) All leases and other agreements affecting the use, enjoyment or occupancy of the Trust Property, (the "**Leases**"), if any, and all rents and security deposits payable under the Leases, and other deposits, issues and profits from the Trust Property (the "**Rents**");

(e) All Policies (as defined herein) and their proceeds thereof and any unearned premiums on any insurance policies covering the Trust Property, including, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Trust Property, whether such insurance is or is not required by this Deed of Trust;

(f) All utility deposits made to obtain or maintain utility services to the Premises or the Improvements;

(g) Any amounts in any escrow fund for the purposes of payment of taxes, insurance premiums or other Impositions as to the Trust Property;

(h) The right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought as to the Trust Property and to commence any action or proceeding to protect the interest of Trustee and Beneficiary in the Trust Property; and

(i) The products and proceeds of the property described in the above (a) through (h) inclusive.

TO HAVE AND TO HOLD the Trust Property upon and subject to the trusts and agreements set forth in this Deed of Trust.

1. Secured Indebtedness. This Deed of Trust is given to secure the payment and performance of the following obligations, indebtedness, and liabilities (the "**Obligations**"): (a) all Obligations of Trustor under the Promissory Note of this date payable to Beneficiary, in the principal amount of Six Hundred Thousand and no/100 Dollars (**\$600,000.00**), as well as any other substituted note and all modifications, renewals, or extension of the note (the "**Note**," and the payee and all subsequent holders of the Note are collectively the "**Beneficiary**" and the transaction creating the Note is the "**Loan**"); (b) all Obligations under this Deed of Trust as it may be amended from time to time, (c) all present and future loans, advances, or other extensions of credit obtained by Trustor from Beneficiary, and all promissory notes evidencing such present or future loans, advances, or other extensions of credit, including Trustor's Obligations under any present or future loan or credit agreement executed by Trustor, including the Assignment of Lessor's Interest in Leases and Rents of the same date (the "**Assignment**"), including any other agreement granting additional security interests (collectively, "**Other Security Documents**"), and all liabilities that Trustor may now or in the future owe to Beneficiary. Collectively the Obligations referred to above are called the "**Debt**."

Notwithstanding any provision of this Deed of Trust to the contrary, in no event shall this Deed of Trust secure the Obligations of Trustor or any Guarantor arising exclusively under (i) any guaranty of the same date (the "**Guaranty**") or (ii) any Environmental Certificate and Indemnity Agreement of the same date, given by Trustor or any other person to Beneficiary (the "**Environmental Indemnity**"). The definition of "Other Security Documents" shall not include the Guaranty or the Environmental Indemnity.

2. Representations, Warranties and Covenants.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Deed of Trust, effective as of the date first above written.

Trustor:

MIRA ESTE PROPERTIES, LLC, a California limited liability company

By:


CHRIS HAKIM, MANAGER



EXHIBIT "A"
Legal Description

Property commonly known as
9212 Mira Este Court
San Diego, CA 92126

Loan #1272
APN : 343-082-49-00

Lot 14 of Mira Este Business Park, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 11683, filed in the Office of the County Recorder of San Diego County, December 17, 1986.



First American

Recorded Document

~~# 30~~
31 +
32

Release

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000708083
Document Date: 20161227

Assignment

San Diego Loan Co transfers ^{its} Loans ¹²⁷²⁺¹²⁵⁰ to
Regents Bank just 2 mos after
financing the property, but they didn't
give any releases to Mina Este

Limitation of Liability for Informational Report

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Recording Requested By
Fidelity National Title

~~RECORDATION REQUESTED BY:~~

REGENTS BANK
875 Prospect Street
La Jolla, CA 92037

WHEN RECORDED MAIL TO:
REGENTS BANK
875 Prospect Street
La Jolla, CA 92037

SEND TAX NOTICES TO:

27081046-MB

DOC# 2016-0708083



Dec 27, 2016 10:42 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$21.00

PAGES: 2

COLLATERAL ASSIGNMENT OF DEED OF TRUST

THIS COLLATERAL ASSIGNMENT OF DEED OF TRUST IS DATED **October 6, 2016**, BETWEEN **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP** (REFERRED TO BELOW AS "ASSIGNOR"), WHOSE ADDRESS IS, 2356 MOORE STREET, SUITE 201, SAN DIEGO, CA 92110; AND **REGENTS BANK, a division of Grandpoint Bank** (REFERRED TO BELOW AS "ASSIGNEE"), WHOSE ADDRESS IS 875 Prospect Street, La Jolla, CA 92037.

DEED OF TRUST: **MIRA ESTE PROPERTIES, LLC A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to, **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated 9/23/2016 (the "Deed of Trust") which has been recorded August 26, 2016 AS DOCUMENT #2016-0442893 IN SAN DIEGO County,

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF No. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

APN# 3430824900

Commonly known as 9212 Mira Este Ct, San Diego, CA 92126-6398.

COLLATERAL ASSIGNMENT OF DEED OF TRUST: For valuable consideration, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title, and interest in and to the above described Deed of Trust, together with all of Assignor's right, title and interest in and to the promissory note or notes (or other credit agreements) secured by the Deed of Trust.

SIGNATURE (S) AND NOTARY SIGNATURE (S) ON PAGE 2 OF COLLATERAL ASSIGNMENT OF DEED OF TRUST.

SBD _____



First American

Recorded Document

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The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000257217
Document Date: 20170608

Finance

Now 8 mos after transferring the trust deed for \$600,000 to Regents Bank, the Loan Co of SD is lending under Este \$1,100,000 or \$1,412,325? (see p.2) secured on the land, fixtures + fittings + personal property.

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

RECORDING REQUESTED BY

Corinthian Title Company

TITLE ORD. NO. 92641-PD

ESCROW NO.: 06174884BJ

~~RECORDING REQUESTED BY:~~

WHEN RECORDED MAIL TO:

The Loan Company of San Diego
2356 Moore St, Suite 203
San Diego, CA 92110

DOC# 2017-0257217



Jun 08, 2017 12:21 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$117.00

PCOR: N/A

PAGES: 19

Above Space for Recorder's Use

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS AND FIXTURE FINANCING STATEMENT**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH SECTION 9402 OF THE CALIFORNIA COMMERCIAL CODE (THE "California Commercial Code")

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT ("Deed of Trust"), made effective as of June 6, 2017 by MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Trustor"), whose address for purposes of this Deed of Trust is 1545 Hotel Circle South, Suite 145, San Diego, CA 92110 (the State of California is hereinafter sometimes referred to as the "State"); TO AND IN FAVOR OF THE LOAN COMPANY OF SAN DIEGO, a California limited partnership ("Trustee"); FOR THE BENEFIT OF THE LOAN COMPANY OF SAN DIEGO, a California limited partnership (collectively, the "Beneficiary"), whose address is 2356 Moore Street, Suite 201, San Diego, CA 92110.

WITNESSETH:

To secure the payment of a debt described below (the "Debt"), Trustor hereby grants, bargains, conveys, transfers, and assigns to Trustee, in trust, WITH POWER OF SALE, all of the real property described in Exhibit "A" attached hereto (the "Premises"), commonly known as 9212 Mira Estre Court, San Diego, CA 92126-6398 and the buildings, structures, additions, enlargements, lot line adjustment additions, extensions, modifications, repairs and improvements now or hereafter located thereon (the "Improvements");

TOGETHER WITH: All right, title, interest and estate of Trustor now owned or hereafter acquired in the following property, rights, interests, and estates (collectively called the "Trust Property"):

(a) All easements, rights-of-way, strips of land, streets, alleys, passages, sewer rights, mineral rights, water rights and powers, and all estates, rights, titles, interests, privileges, tenements, hereditaments and appurtenances of any nature, in any way belonging, relating or pertaining to the Premises and the reversion and reversions, remainder and remainders, and all land laying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand, both in law and in equity, of Trustor in the Premises and every part thereof and all appurtenances thereto;

(b) All machinery, furniture, equipment, farm tools, plant material, fertilizers, plants, crops, plant stock, racking, huts, temporary structures, heating and ventilation equipment, irrigation equipment, fixtures, material, appliances and other articles of personal property of every kind owned by Trustor, or in which Trustor has an

interest, located upon the Premises, and appurtenances thereto, and such machinery, furniture, equipment, fixtures and other articles of personal property which consist of all appliances, awnings, window shades, drapery rods, brackets, screens, floor coverings, incinerators and carpeting used in the operation of the Premises and Improvements (and all other personal property, either similar or dissimilar to the foregoing usable in the operation of the Premises and Improvements and located in and on it), together with all replacements and substitutions therefor, now owned or hereafter acquired by Trustor and located in or on said Premises and Improvements, together with all materials intended for construction, reconstruction, alteration, and repair of the Improvements (hereinafter collectively called the "Equipment"), together with all condemnation awards and rights under insurance policies and Leases described below pertaining to said Premises or the Improvements now or hereafter located thereon;

(c) All awards or payments, including interest, which may be made as to the Trust Property, whether from the exercise of the right of eminent domain, constructive taking or for any other injury to or decrease in the value of the Trust Property (collectively, "Awards");

(d) All leases and other agreements affecting the use, enjoyment or occupancy of the Trust Property, (the "Leases"), if any, and all rents and security deposits payable under the Leases, and other deposits, issues and profits from the Trust Property (the "Rents");

(e) All Policies (as defined herein) and their proceeds thereof and any unearned premiums on any insurance policies covering the Trust Property, including, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Trust Property, whether such insurance is or is not required by this Deed of Trust;

(f) All utility deposits made to obtain or maintain utility services to the Premises or the Improvements;

(g) Any amounts in any escrow fund for the purposes of payment of taxes, insurance premiums or other Impositions as to the Trust Property;

(h) The right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought as to the Trust Property and to commence any action or proceeding to protect the interest of Trustee and Beneficiary in the Trust Property; and

(i) The products and proceeds of the property described in the above (a) through (h) inclusive.

TO HAVE AND TO HOLD the Trust Property upon and subject to the trusts and agreements set forth in this Deed of Trust.

1. Secured Indebtedness. This Deed of Trust is given to secure the payment and performance of the following obligations, indebtedness, and liabilities (the "Obligations"): (a) all Obligations of Trustor under the Promissory Note of this date payable to Beneficiary, in the principal amount of One Million Four Hundred Twelve Thousand Three Hundred Twenty Five Dollars and (\$1,100,000.00), as well as any other substituted note and all modifications, renewals, or extension of the note (the "Note," and the payee and all subsequent holders of the Note are collectively the "Beneficiary" and the transaction creating the Note is the "Loan"); (b) all Obligations under this Deed of Trust as it may be amended from time to time, (c) all present and future loans, advances, or other extensions of credit obtained by Trustor from Beneficiary, and all promissory notes evidencing such present or future loans, advances, or other extensions of credit, including Trustor's Obligations under any present or future loan or credit agreement executed by Trustor, including the Assignment of Lessor's Interest in Leases and Rents of the same date (the "Assignment"), including any other agreement granting additional security interests (collectively, "Other Security Documents"), and all liabilities that Trustor may now or in the future owe to Beneficiary. Collectively the Obligations referred to above are called the "Debt." *these numbers don't match?*

Notwithstanding any provision of this Deed of Trust to the contrary, in no event shall this Deed of Trust secure the Obligations of Trustor or any Guarantor arising exclusively under (i) any guaranty of the same date (the "Guaranty") or (ii) any Environmental Certificate and Indemnity Agreement of the same date, given by Trustor or any other person to Beneficiary (the "Environmental Indemnity"). The definition of "Other Security Documents" shall not include the Guaranty or the Environmental Indemnity.

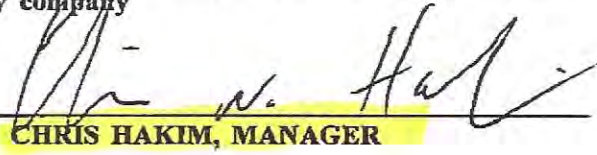
2. Representations, Warranties and Covenants.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Deed of Trust, effective as of the date first above written.

Trustor:

MIRA ESTE PROPERTIES, LLC, a California limited liability company

By:



CHRIS HAKIM, MANAGER

EXHIBIT "A"

Description of Real Estate

"Premises" and "Trust Property" as used below is located at **9212 Mira Este Court, San Diego, CA 92126-6398**

(a) All machinery, furniture, equipment, farm tools, plant material, fertilizers, plants, crops, plant stock, racking, huts, temporary structures, heating and ventilation equipment, irrigation equipment, fixtures, material, appliances and other articles of personal property of every kind owned by Truster, or in which Truster has an interest, located upon the Premises, and appurtenances thereto, and such machinery, furniture, equipment, fixtures and other articles of personal property which consist of all appliances, awnings, window shades, drapery rods, brackets, screens, floor coverings, incinerators and carpeting used in the operation of the Premises and Improvements (and all other personal property, either similar or dissimilar to the foregoing usable in the operation of the Premises and Improvements and located in and on it), together with all replacements and substitutions therefor, now owned or hereafter acquired by Truster and located in or on said Premises and Improvements, together with all materials intended for construction, reconstruction, alteration, and repair of the Improvements (hereinafter collectively called the "Equipment"), together with all condemnation awards and rights under insurance policies and Leases described below pertaining to said Premises or the Improvements now or hereafter located thereon;

(b) All awards or payments, including interest, which may be made as to the Trust Property, whether from the exercise of the right of eminent domain, constructive taking or for any other injury to or decrease in the value of the Trust Property (collectively, "Awards");

(c) All leases and other agreements affecting the use, enjoyment or occupancy of the Trust Property, (the "Leases"), if any, and all rents and security deposits payable under the Leases, and other deposits, issues and profits from the Trust Property (the "Rents");

(d) All Policies (as defined herein) and their proceeds thereof and any unearned premiums on any insurance policies covering the Trust Property, including, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Trust Property, whether such insurance is or is not required by this Deed of Trust;

(e) All utility deposits made to obtain or maintain utility services to the Premises or the Improvements;

(f) Any amounts in any escrow fund for the purposes of payment of taxes, insurance premiums or other Impositions as to the Trust Property;

(g) The right, in the name and on behalf of Truster, to appear in and defend any action or proceeding brought as to the Trust Property and to commence any action or proceeding to protect the interest of Trustee and Beneficiary in the Trust Property; and

(h) The products and proceeds of the property described in the above (a) through (g) inclusive

Property Commonly known as:

9212 Mira Este Court, San Diego, CA 92126-6398

APN#3430824900

Loan#1250



First American

Recorded Document

30

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000466786
Document Date: 20181108

Release
Assignment

Regents Bank Sells the deed
back to SD Loan Co November 2018

Limitation of Liability for Informational Report

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DOC# 2018-0466786



Nov 08, 2018 08:20 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$101.00 (SB2 Atkins: \$75.00)

PAGES: 4

RECORDING REQUESTED BY

Pacific Premier Bank
(Formerly Regents Bank,
A division of Grandpoint Bank)
875 Prospect Street, Suite 201
La Jolla, CA 92037

AND WHEN RECORDED MAIL TO

The Loan Company of San Diego,
A California Limited Partnership
2356 Moore Street, Suite 201
San Diego, CA 92110

COLLATERAL ASSIGNMENT OF DEED OF TRUST

COLLATERAL ASSIGNMENT OF DEED OF TRUST: FOR VALUE RECEIVED, the undersigned hereby grant, assign and transfer to THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP, all beneficial interest under that certain Deed of Trust dated August 18, 2016, executed by MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Trustor, and recorded as Instrument No. 2016-0442893 on August 26, 2016, Official Records in the County Recorder's office of San Diego County, describing land therein as:


LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBITS "A" AND "B" MADE A PART HEREOF.

APN: 3430824900

The Real Property or its address is commonly known as **9212 Mira Este Court, San Diego, CA 92126-6398**

Pacific Premier Bank

(Formerly Regents Bank, a division of Grandpoint Bank)

By: 
Daniel Greci
SVP/Regional Credit Director

Date: September 17, 2018

Loan #1250 – Mira Este Properties, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

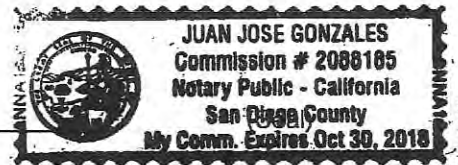
State of California }
County of SAN DIEGO }

On SEPTEMBER 17, 2018, before me, JUAN JOSE GONZALES, NOTARY PUBLIC (here insert name and title of the officer), personally appeared DANIEL GRECCI who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/it~~ they executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature





First American

Recorded Document

28 +
29

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 000000307176
Document Date: 20190726

Foreclosure

Notice of Default

As of July 2019 Mira Este is \$50k behind
on loan payments (~~\$1,100,000~~) to Land
Bank of SD + \$640k on the ^{other} ~~2nd~~ loan

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY

as per below

AND WHEN RECORDED MAIL TO

ACTION FORECLOSURE SERVICES, INC.
7839 UNIVERSITY AVENUE
SUITE 211
LA MESA, CA 91942

DOC# 2019-0307176



Jul 26, 2019 03:37 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

Space above this line for recorder's use only

Trustee Sale No. 19605 Loan No. 1250 Title Order No. 1314711CAD

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

*PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$50,805.37 as of 07/24/2019 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing

Trustee Sale No. 19605 Loan No. 1250 Title Order No. 1314711CAD

prior to the time the notice of sale is posted (which may not be earlier than three-months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: The Loan Company, C/O ACTION FORECLOSURE SERVICES, INC., 7839 UNIVERSITY AVE, SUITE 211, LA MESA, CA 91942, (619)704-1090.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION is either the original trustee, the duly appointed Trustee, substituted trustee or acting as agent for the trustee or beneficiary under a Deed of Trust dated 08/18/2016, executed by MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as trustor, to secure obligations in favor of Beneficiary Recorded on August 26, 2016 as DOC#2016-0442893 of official records in the Office of the Recorder of San Diego County, California, describing land therein: as more fully described on said Deed of Trust; including the note(s) for the original sum of \$1,987,500.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: THE MONTHLY INSTALLMENT WHICH BECAME DUE 05/01/2019 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AND TRUSTEE'S COSTS AND FEES.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

A declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

DATE: 7/25/19

ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION



JOHN M. ALLEN, VICE PRESIDENT

RECORDING REQUESTED BY

as per below
AND WHEN RECORDED MAIL TO

ACTION FORECLOSURE SERVICES, INC.
7839 UNIVERSITY AVENUE
SUITE 211
LA MESA, CA 91942

DOC# 2019-0307199



Jul 26, 2019 03:43 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

Space above this line for recorder's use only

Trustee Sale No. 19606 Loan No. 1272 Title Order No. 1314733CAD

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

*PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$637,094.09 as of 07/24/2019 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three-months after this



Trustee Sale No. 19606 Loan No. 1272 Title Order No. 1314733CAD

notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: The Loan Company, C/O ACTION FORECLOSURE SERVICES, INC., 7839 UNIVERSITY AVE, SUITE 211, LA MESA, CA 91942, (619)704-1090.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

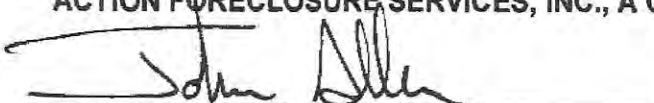
REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION is either the original trustee, the duly appointed Trustee, substituted trustee or acting as agent for the trustee or beneficiary under a Deed of Trust dated 06/06/2017, executed by MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as trustor, to secure obligations in favor of Beneficiary Recorded on June 8, 2017 as DOC#2017-0257217 of official records in the Office of the Recorder of San Diego County, California, describing land therein: as more fully described on said Deed of Trust; including the note(s) for the original sum of \$1,100,000.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: PRINCIPAL INSTALLMENTS TOTALING \$600,000 AND THE MONTHLY INSTALLMENT WHICH BECAME DUE 05/01/2019 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AND TRUSTEE'S COSTS AND FEES.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

A declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

DATE: 7/25/19

ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION



JOHN M. ALLEN, VICE PRESIDENT



First American

Recorded Document

27

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 000000324959
Document Date: 20190805

Lis Penders

Lots of people w/claims against Mira Este

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

X
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PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:
Salvatore J. Zimmitti, Esq.
Robert E Fuller, Esq.

AND WHEN RECORDED MAIL TO:
NELSON HARDIMAN LLP
1100 GLENDON AVENUE, 14th Flr
LOS ANGELES, CA 90024

(310) 203-2800 (4816.010)

DOC# 2019-0324959



Aug 05, 2019 12:52 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$255.00 (SB2 Atkins: \$225.00)

PAGES: 6

THIS SPACE FOR RECORDER'S USE ONLY

NOTICE OF PENDENCY OF ACTION (LIS PENDENS)

(Please fill in document title(s) on this line)

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

NELSON HARDIMAN LLP
1100 GLENDON AVENUE, SUITE 1400
LOS ANGELES, CALIFORNIA 90024

1 Robert E. Fuller (SB 171770)
2 Salvatore J. Zimmitti (SBN 245678)
3 **NELSON HARDIMAN LLP**
4 1100 Glendon Avenue, Suite 1400
5 Los Angeles, California 90024
6 Telephone: (310) 203-2800 Fax: (310) 203-2727
7 e-Mail: rfuller@Nelsonhardmian.com
8 szimmitti@NelsonHardiman.com

9 Attorneys for Plaintiffs-in-Intervention
10 **SOCAL BUILDING VENTURES, LLC AND**
11 **SAN DIEGO BUILDING VENTURES, LLC**

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SAN DIEGO - CENTRAL COURTHOUSE

14 SALAM RAZUKI, an individual,
15 Plaintiff & Cross-Defendant,
16 v.
17 NINUS MALAN, et al.,
18 Defendants.

19 SOCAL BUILDING VENTURES, LLC, a
20 California limited liability company, SAN
21 DIEGO BUILDING VENTURES, LLC, a
22 California limited liability company,
23 Plaintiffs-in-Intervention &
24 Cross-Defendants,

25 v.
26 SAN DIEGO HOLDINGS GROUP, LLC a
27 California limited liability company, BALBOA
28 AVE COOPERATIVE, a California cooperative
corporation, MIRE ESTE PROPERTIES, LLC, a
California limited liability company, ROSELLE
PROPERTIES, LLC, a California limited liability
company, CHRIS HAKIM, an individual, NINUS
MALAN, an individual, MONARCH
MANAGEMENT CONSULTING, INC., a
California corporation, CALIFORNIA
CANNABIS GROUP, a California nonprofit
mutual benefit corporation, DEVILISH
DELIGHTS INC., a California nonprofit mutual
benefit corporation, FAR WEST
MANAGEMENT, LLC, a California limited
liability company, HEIDI RISING, an individual,
MATTHEW FREEMAN, an individual, ALEXIS
BRIDGEWATER, an individual, and ADAM
KNOPF, an individual.
Defendants.

CASE NO. 37-2018-00034229-CU-BC-CTL

(Assigned to for all purposes Hon. Eddie C.
Sturgeon, Dept C-67)

**NOTICE OF PENDENCY OF ACTION
(LIS PENDENS)**

NELSON HARDIMAN LLP
1100 GLENDON AVENUE, SUITE 1400
LOS ANGELES, CALIFORNIA 90024

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PLEASE TAKE NOTICE THAT above captioned action, by Plaintiffs-in-Intervention, SOCIAL BUILDING VENTURES, LLC and SAN DIEGO BUILDING VENTURES, LLC, against Defendants SAN DIEGO HOLDINGS GROUP, LLC a California limited liability company, BALBOA AVE COOPERATIVE, a California cooperative corporation, MIRE ESTE PROPERTIES, LLC, a California limited liability company, ROSELLE PROPERTIES, LLC, a California limited liability company, CHRIS HAKIM, an individual, NINUS MALAN, an individual, MONARCH MANAGEMENT CONSULTING, INC., a California corporation, CALIFORNIA CANNABIS GROUP, a California nonprofit mutual benefit corporation, DEVILISH DELIGHTS INC., a California nonprofit mutual benefit corporation, FAR WEST MANAGEMENT, LLC, a California limited liability company, HEIDI RISING, an individual, MATTHEW FREEMAN, an individual, ALEXIS BRIDGEWATER, an individual, and ADAM KNOFF, an individual, affects title to real property in that Plaintiffs-in-Intervention seek specific performance of a contract to purchase the real properties located in San Diego County at:

- **8863 Balboa Avenue, Suite E., San Diego CA 92123 and 8861 Balboa Avenue, Suite B, San Diego, CA 92123** (APN: 369-150-13-19; Legal Description: 004113 LOT 9*US8863A DOC81-242888&INT IN SWLY219.55 of NELY413.55FT);
- **9212 Mira Este Court, San Diego, CA 92126** (APN: 343-082-49-00; Legal Description: 011683 LOT 14); and
- **10685 Roselle Street, San Diego, California 92121**(APN: 340-150-20-00; Legal Description: 006218 LOT5*).

Dated: January 9, 2019

NELSON HARDIMAN LLP

By: 
Salvatore J. Zimmitti
Attorneys for Plaintiffs-in-Intervention
SOCAL BUILDING VENTURES, LLC AND
SAN DIEGO BUILDING VENTURES, LLC

NELSON HARDIMAN LLP
1100 GLENDON AVENUE, SUITE 1400
LOS ANGELES, CALIFORNIA 90024

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PROOF OF SERVICE

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of 18 and not a party to the within action. My business address is 1100 Glendon Avenue, Suite 1400, Los Angeles, California 90024.

On January 9, 2019 I served on the interested parties the document(s) described as **NOTICE OF PENDENCY OF ACTION (LIS PENDENS)** by serving a true and correct copy thereof addressed as follows:

SEE ATTACHED SERVICE LIST

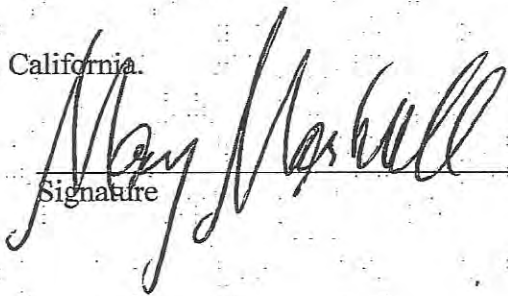
(BY CERTIFIED, RETURN RECEIPT REQUESTED MAIL) I placed said envelope(s) for collection and mailing, following ordinary business practices, at the business offices of NELSON HARDIMAN, LLP, and addressed as shown on the attached service list, for deposit in the United States Postal Service. I am readily familiar with the practice of NELSON HARDIMAN, LLP for collection and processing correspondence for mailing with the United States Postal Service, and said envelope(s) will be deposited with the United States Postal Service on said date in the ordinary course of business.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed January 9, 2019 at Los Angeles, California.

Mary Markwell

Type or Print Name



Signature

1
2 **SERVICE LIST**
3 **RAZUKI v. MALAN, et al.**
4 **San Diego Superior Case No 37-2018-00034229-CU-BC-CTL**

5 Steven A. Elia, Esq. Attorneys for Salam Razuki

6 Maura Griffin, Esq.

7 James Joseph, Esq.

8 **LAW OFFICES OF STEVEN A. ELIA, APC**

9 2221 Camino Del Rio South, Suite 207

10 San Diego CA 92108

11 steve@elialaw.com

12 james@elialaw.com

13 mg@mauragriffinlaw.com

14 Steven W. Blake, Esq. Attorneys for Defendant Ninus Malan,

15 Andrew E. Hall, Esq. American Lending and Holdings, LLC

16 Daniel Watts, Esq.

17 **GALUPPO & BLAKE**

18 A Professional Law Corporation

19 2792 Gateway Road, Suite 102

20 Carlsbad, CA 92009

21 sblake@galuppolaw.com

22 ahall@galupplaw.com

23 dwatts@galuppolaw.com

24 Gina M. Austin, Esq. Attorneys for California Cannabis Group,

25 Tamara Marie Leetham, Esq. Devilish Delights, Inc. Balboa Ave

26 **AUSTIN LEGAL GROUP, APC** Cooperative, Monarch Management

27 3990 Old Town Avenue, Suite A112 Consulting, Inc., Flip Management, LLC, San

28 San Diego, CA 92110 Diego Holdings Group, LLC

admin@austinlegalgroup.com

tamara@austinlegalgroup.com

gaustin@austinlegalgroup.com

21 Charles Gorla, Esq. Attorneys for Chris Hakim, Mira Este

22 David Jarvis, Esq. Properties, and Monarch Consulting, Inc.

23 **GORIA & WEBER**

24 1011 Camino Del Rio S., #210

25 San Diego, Ca 92108

26 chasgoria@gmail.com

27 davejarvisii@yahoo.com

28 Richardson C. Griswold, Esq. Attorney for Court Appointed Receiver

GRISWOLD LAW, APC Michael W. Essay

444 S. Cedros Avenue, Suite 250

Solana Beach, CA 92075

PH: (858) 481-1300

Fax: (858) 624-9177

rgriswold@griswoldlawsandiego.com

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Matthew B. Dart, Esq.
DART LAW
12526 High Bluff Drive, Suite 300
San Diego, CA 92130
PH: (858) 792-3616
matt@dartlawfirm.com

Attorney for Far West Management, LLC,
Alexis Bridgewater, Heidi Rising, Matthew
Freeman and Adam Knopf

Ninus Malan
1843 J AVE
NATIONAL CITY, CA 91950-5803

1289 FOOLS GOLD WAY UNIT 1
CHULA VISTA, CA 91913-4644

3029 BROADWAY
SAN DIEGO, CA 92102-5305

8863 BALBOA AVE STE E
SAN DIEGO, CA 92123-1547

Chris Hakim
9763 ALTO DR
LA MESA, CA 91941-4447

8865 BALBOA AVENUE, UNIT A
SAN DIEGO, CA 92123

11161 LALANI DR
LA MESA, CA 91941-8209



First American

Recorded Document

#23 #26

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 0000444848
Document Date: 20191007

Release of Sky + Lana
Financing

Receiver Essary gives lender Sky + Lana Group Inc
right of recovery of \$500,000.

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

130



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO NAME: Michael Essary ADDRESS: 8304 Clairemont Mesa Blvd., Suite 207 CITY: San Diego STATE & ZIP: CA, 92111

Oct 07, 2019 09:04 AM OFFICIAL RECORDS Ernest J. Dronenburg, Jr., SAN DIEGO COUNTY RECORDER FEES: \$187.00 (SB2 Atkins: \$150.00) PCOR: N/A PAGES: 3

APN NO: 343-082-49-00

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (RECEIVERSHIP)

This Deed of Trust, made this 20th day of August 2019, between Michael Essary, solely in his capacity as Receiver for property located at 9212 Mira Este Court, San Diego, California 92126, herein called Trustor, whose address is 8304 Clairemont Mesa Blvd., Suite 207 San Diego, California 92111, Stewart Title of California, Inc., herein called Trustee, and Sky & Lana Group, Inc. ("Lender") herein called Beneficiary,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in San Diego County, California, described as:

9212 Mira Este Court, San Diego, California 92126 (legal description attached as Exhibit A and incorporated herein by this reference as Exhibit A)

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$500,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with 12 columns: COUNTY, BOOK, PAGE, COUNTY, BOOK, PAGE, COUNTY, BOOK, PAGE, COUNTY, BOOK, PAGE. Lists various counties and their corresponding book and page numbers.

(which provisions identical in all counties, are printed on the attached page to this form) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that said Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Handwritten signature of Michael Essary over a horizontal line.

Michael Essary, Court Appointed Receiver

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

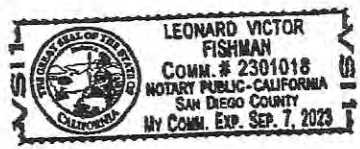
State of California)
County of San Diego)

On 09 23 2019, 2019 before me LEONARD VICTOR FISHMAN, Notary Public, personally appeared MICHAEL ESSARY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 





First American

Recorded Document

24
25

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000505364
Document Date: 20191104

Foreclosure

Notice of Sale

Loan 1272 (SD Land Co) Going to Asset Act
Loan 1250
Auction to sell Maria Este

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



RECORDING REQUESTED BY

Same as below

AND WHEN RECORDED MAIL TO

ACTION FORECLOSURE SERVICES, INC.
7839 UNIVERSITY AVENUE
SUITE 211
LA MESA, CA 91942

Nov 04, 2019 04:59 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

Space above this line for recorder's use only

Trustee Sale No. 19605 Loan No. 1250 Title Order No. 1314711CAD
APN 343-082-49-00 TRA No. 08012

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

***PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.**

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 08/18/2016. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 11/26/2019 at 10:00AM, ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION as the duly appointed Trustee under and pursuant to Deed of Trust Recorded on August 26, 2016 as DOC#2016-0442893 of official records in the Office of the Recorder of San Diego County, California, executed by: MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Trustor, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE ENTRANCE TO THE EAST COUNTY REGIONAL CENTER BY THE STATUE, 250 E. MAIN STREET, EL CAJON, CA, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California describing the land therein:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

Trustee Sale No. 19606
Loan No. 1272
Title Order No. 1314733CAD
APN 343-082-49-00

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$2,032,563.01 (Estimated).

Accrued interest and additional advances, if any, will increase this figure prior to sale. The Beneficiary may elect to bid less than the full credit bid.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (619) 704-1090 or visit this Internet Web site INNOVATIVEFIELDSERVICES.COM, using the file number assigned to this case 19606. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. For any other inquiries, including litigation or bankruptcy matters, please call (619) 704-1090 or fax (619) 704-1092.

Trustee Sale No. 19605
Loan No. 1250
Title Order No. 1314711CAD
APN 343-082-49-00

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$2,151,449.17 (Estimated).

Accrued interest and additional advances, if any, will increase this figure prior to sale. The Beneficiary may elect to bid less than the full credit bid.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (619) 704-1090 or visit this Internet Web site INNOVATIVEFIELDSERVICES.COM, using the file number assigned to this case 19605. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. For any other inquiries, including litigation or bankruptcy matters, please call (619) 704-1090 or fax (619) 704-1092.



First American

Recorded Document

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The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000060048
Document Date: 20200205

Release of Lis Pendens

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

DOC# 2020-0060048



Feb 05, 2020 12:06 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$104.00 (SB2 Atkins: \$75.00)

PAGES: 6

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

Rosette Properties, LLC

AND WHEN RECORDED MAIL TO:

Goria & Weber Attorneys
1011 Camino Del Rio S, #210
San Diego, CA 92108

THIS SPACE FOR RECORDER'S USE ONLY.

Withdrawal of Notice of Pendency of Action
(Please fill in document title(s) on this line)

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

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CENTRAL DIVISION

SALAM RAZUKI, an individual,
Plaintiff & Cross-Defendant,
v.
NINUS MALAN, et al.,
Defendants.

Case No.: 37-2018-00034229-CU-BC-CTL

Assigned: Hon. Judge Sturgeon
Dept.: C-67

**Withdrawal of Notice of Pendency of Action
for the Real Property Located At 10685
Roselle Street, San Diego, California 92121
(APN: 340-150-20-00)**

SOCAL BUILDING VENTURES, LLC, a
California limited liability company, SAN
DIEGO BUILDING VENTURES, LLC, a
California limited liability company,
Plaintiffs-in-Intervention
& Cross-Defendants,

**This Withdrawal and the Notice that it
provides is recorded pursuant to Code of
Civil Procedure § 405.50**

v.
SAN DIEGO HOLDINGS GROUP, LLC, a
California limited liability company,
BALBOA AVE COOPERATIVE, a California
cooperative corporation, MIRA ESTE
PROPERTIES, LLC, a California limited
liability company, ROSELLE PROPERTIES,

Action Filed: July 10, 2018

1 LLC, a California limited liability company,
2 CHRIS HAKIM, an individual, NINUS
3 MALAN, an individual, MONARCH
4 MANAGEMENT CONSULTING, INC., a
5 California corporation, CALIFORNIA
6 CANNABIS GROUP, a California nonprofit
7 mutual benefit corporation, DEVILISH
8 DELIGHTS INC., A California nonprofit
9 mutual benefit corporation, FAR WEST
10 MANAGEMENT, LLC, a California limited
11 liability company, HEIDI RISING, an
12 individual, MATTHEW FREEMAN, an
13 individual, ALEXIS BRIDGEWATER, an
14 individual, and ADAM KNOPF, an individual,

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Defendants

AND ALL RELATED CROSS-CLAIMS

NOTICE IS HEREBY GIVEN AND PLEASE TAKE NOTICE THAT:

13
14 Plaintiffs-in-Intervention & Cross-Defendants SOCIAL BUILDING VENTURES, LLC, a
15 California limited liability company and SAN DIEGO BUILDING VENTURES, LLC, a
16 California limited liability company, ("Plaintiffs-In-Intervention"), hereby withdraw the Notice of
17 Pendency of Action ("**Withdrawal**"), as it relates to and concerns the real property commonly
18 known as and located at:

19
20 10685 Roselle Street, San Diego, California 92121 (APN: 340-150-20-00), and

21 a true and correct copy of the legal description of the Property is attached hereto and incorporated
22 herein by reference as **Exhibit "A"** (hereinafter collectively the "**Property**").

23 Said Notice of Pendency of Action was recorded as part of and in reference to the above
24 referenced action ("**Action**") on August 5, 2019, as Document No. 2019-0324959, in the Official
25 Records of San Diego County, California (hereinafter, the "**Lis Pendens**").

Withdrawal of Notice of Pendency of Action (Lis Pendens)

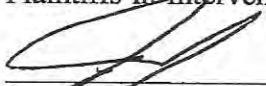
1 This Withdrawal does (1) constitute constructive or actual notice of any of the matters
2 contained, claimed, alleged, or contended in it or of any matters relating to this lawsuit or (2) create
3 any duty of inquiry in any person dealing with the affected property described in this Withdrawal
4 after the date of recordation of this Withdrawal.

5 The Lis Pendens is hereby terminated, waived, and no longer affects, concerns, relates to
6 (in any way) the Property (In Rem); and the Lis Pendens shall forever be null and void now and
7 anytime hereafter (In Rem). The undersigned forever releases the Property and any proceeds or
8 profits related thereto, and waives and releases any future claims, demands, or causes of action
9 against, arising from, or concerning the Property (In Rem). Notwithstanding, except as set forth
10 herein, this Withdrawal does not otherwise affect the above referenced Action or any related
11 action(s) or cross-action(s).

12 This Withdrawal and the notice that this Withdrawal provides is recorded pursuant to Code
13 of Civil Procedure § 405.50. It is the intent of the California State Legislature that this Withdrawal
14 provides for the absolute and complete free transferability of Property on the execution,
15 acknowledgment, and recording of this Withdrawal (pursuant to Code of Civil Procedure §
16 405.61).


17 Dated: 12/6, 2019

SOCAL BUILDING VENTURES, LLC,
a California limited liability company,
Plaintiffs-in-Intervention & Cross-Defendants

18 
19 By: James Townsend AKA James David Townsend
Its: Managing Member

20 Dated: 12/6, 2019

SAN DIEGO BUILDING VENTURES, LLC,
a California limited liability company,
Plaintiffs-in-Intervention & Cross-Defendants

21 
22 By: James Townsend AKA James David Townsend
23 Its: Managing Member
24

1
2 ACKNOWLEDGEMENT

3 A notary public or other officer completing
4 this certificate verifies only the identity of
5 the individual who signed the document to
6 which this certificate is attached, and not the
7 truthfulness, accuracy, or validity of that
8 document.

6 State of California)
7 County of Los Angeles)

9 On 12/6/2019, before me, Tengthean, Sovann (Notary Public), personally
10 appeared James David Townsend, who proved to me on the basis of satisfactory evidence to be
11 the person whose name is subscribed to the within instrument and acknowledged to me that
12 he/she/it executed the same in his/her/its authorized capacity, and that by his/her/its signature on
13 the instrument the person, or the entity upon behalf of which the person acted, executed the
14 instrument.

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

16 WITNESS my hand and official seal.

17
18 Signature

Tengthean



(Seal)

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22
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25 Withdrawal of Notice of Pendency of Action (Lis Pendens)

EXHIBIT "A"
Legal Description

Land situated in the City of San Diego, County of San Diego, State of California, described as follows:

Lot 5 of University-Sorrento Industrial, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 6218, filed in the Office of the County Recorder of San Diego County, October 31, 1968.

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First American

Recorded Document

~~#22~~

The Recorded Document images are displayed in the subsequent pages for the following request:

**State: CA
County: SAN DIEGO**

**Document Number: 00000024932
Document Date: 20210113**

~~Release of LIS Penders~~

Loan Co of SD transfers loan 1250 to
Lancer Financial

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

RECORDING REQUESTED BY
Ticor Title - SD Commercial

The Loan Company of San Diego
2356 Moore St, Suite 203
San Diego, CA 92110

WHEN RECORDED MAIL TO:

The Loan Company of San Diego
2356 Moore St, Suite 203
San Diego, CA 92110

DOC# 2021-0024932



Jan 13, 2021 09:32 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **LANCER FINANCIAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** all beneficial interest under that certain Deed of Trust dated 08/18/2016, executed by **MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** Trustor, to **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, Trustee, and recorded as Instrument No. 2016-0442893 on August 26, 2016, of Official Records in the County Recorder's Office of San Diego County, California, describing land therein as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

Commonly known as: 9212 Mira Este Court, San Diego, CA 92126

APN# 343-082-49-00

Together with the Note or Notes, inclusive of any Modifications thereof, therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: 1/7/21

THE LOAN COMPANY OF SAN DIEGO, A California Limited Partnership

By: _____

Ivan Lavinsky, President

This document is filed for record
by TICOR TITLE OF CALIFORNIA
as an Accommodation only, and
has not been Examined as to it's
Sufficiency of Validity.



First American

Recorded Document

Release / Assignment
21

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000024933
Document Date: 20210113

Land Co SD sells loan to Lancer
Financial

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

RECORDING REQUESTED BY
Ticor Title - SD Commercial

The Loan Company of San Diego
2356 Moore Street, Suite #203
San Diego, CA 92110

WHEN RECORDED MAIL TO:

The Loan Company of San Diego
2356 Moore Street, Suite #203
San Diego, CA 92110

SEND TAX NOTICES TO:

DOC# 2021-0024933



Jan 13, 2021 09:32 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER
FEES: \$95.00 (SB2 Atkins: \$75.00)

PAGES: 2

COLLATERAL ASSIGNMENT OF DEED OF TRUST

THIS COLLATERAL ASSIGNMENT OF DEED OF TRUST IS DATED **January 6, 2021**, BETWEEN **LANCER FINANCIAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** (REFERRED TO BELOW AS "ASSIGNOR"), WHOSE ADDRESS IS: 3755 AVOCADO BOULEVARD, #249, LA MESA, CA 91941; AND **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP** (REFERRED TO BELOW AS "ASSIGNEE"), WHOSE ADDRESS IS 2356 MOORE STREET, SUITE 203, SAN DIEGO, CA 92110.

DEED OF TRUST: **MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to, **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated 8/18/2016 (the "Deed of Trust") which has been recorded August 26, 2016 AS DOCUMENT #2016-0442893 IN SAN DIEGO County,

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

APN# 3430824900

Commonly known as 9212 Mira Este Court, San Diego, CA 92126-6398.

COLLATERAL ASSIGNMENT OF DEED OF TRUST: For valuable consideration, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title, and interest in and to the above described Deed of Trust, together with all of Assignor's right, title and interest in and to the promissory note or notes (or other credit agreements) secured by the Deed of Trust.

SIGNATURE (S) AND NOTARY SIGNATURE (S) ON PAGE 2 OF COLLATERAL ASSIGNMENT OF DEED OF TRUST.

 _____  _____

IN WITNESS WHEREOF, ASSIGNOR HAS EXECUTED THIS ASSIGNMENT OF DEED OF TRUST AS OF 1-7-2021

ASSIGNOR:

LANCER FINANCIAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: [Signature]
JASON NICHOLS, MANAGER

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

This document is filed for record by TICOR TITLE OF CALIFORNIA as an Accommodation only, and has not been Examined as to it's Sufficiency of Validity.

State of California)
) SS
County of San Diego)

On 1/7/2021 before me, Ana G. Mendoza, a Notary Public ~~in and for said County and State~~, personally appeared JASON NICHOLS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



[Signature] _____ [Signature]



First American

myFirstAm® Recorded Document

19 Loan 1272

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000024934
Document Date: 20210113

Release - Assignment

#20 is the same, so
not included
except for loan 1250
#19 is loan 1272

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY
Ticor Title - SD Commercial

The Loan Company of San Diego
2356 Moore St, Suite 203
San Diego, CA 92110

WHEN RECORDED MAIL TO:

The Loan Company of San Diego
2356 Moore St, Suite 203
San Diego, CA 92110

DOC# 2021-0024934



Jan 13, 2021 09:32 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **LANCER FINANCIAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** all beneficial interest under that certain Deed of Trust dated 06/06/2017, executed by **MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** Trustor, to **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED LIABILITY COMPANY**, Trustee, and recorded as Instrument No. 2017-0257217 on June 8, 2017, of Official Records in the County Recorder's Office of San Diego County, California, describing land therein as:

~~LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART~~
HEREOF.

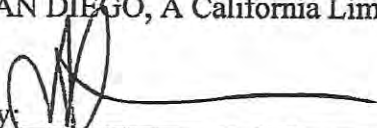
Commonly known as: 9212 Mira Este Court, San Diego, CA 92126

APN# 343-082-49-00

Together with the Note or Notes, inclusive of any Modifications thereof, therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Dated: 1/7/21

THE LOAN COMPANY OF SAN DIEGO, A California Limited Partnership

By: 
Ivan Lavinsky, President

This document is filed for record by TICOR TITLE OF CALIFORNIA as an Accommodation only, and has not been Examined as to the Sufficiency of Validity.



First American

*my*FirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

18

State: CA

County: SAN DIEGO

Document Number: 00000024935

Document Date: 20210113

Release - Assignment

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY
Ticor Title - SD Commercial

THE LOAN COMPANY OF SAN DIEGO
2356 Moore Street, Suite #203
San Diego, CA 92110

WHEN RECORDED MAIL TO:

THE LOAN COMPANY OF SAN DIEGO
2356 Moore Street, Suite #203
San Diego, CA 92110

SEND TAX NOTICES TO:

COLLATERAL ASSIGNMENT OF DEED OF TRUST

THIS COLLATERAL ASSIGNMENT OF DEED OF TRUST IS DATED **January 6, 2021**, BETWEEN **LANCER FINANCIAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** (REFERRED TO BELOW AS "ASSIGNOR"), WHOSE ADDRESS IS 3755 AVOCADO BOULEVARD, #249, LA MESA, CA 91941, AND **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, (REFERRED TO BELOW AS "ASSIGNEE"), WHOSE ADDRESS IS 2356 MOORE STREET, SUITE 203, SAN DIEGO, CA 92110; .

DEED OF TRUST: **MIRA ESTE PROPERTIES, LLC A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to, **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated June 6, 2017, (the "Deed of Trust") which has been recorded June 8, 2017 AS DOCUMENT #2017-0257217 IN SAN DIEGO County,

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF No. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

APN# 3430824900

Commonly known as 9212 Mira Este Ct, San Diego, CA 92126-6398.





First American

myFirstAm® Recorded Document

16 } same except loan #'s
17 } 1/13/21

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000024936
Document Date: 20210113

Release

Loanto Loan Co of SD Paid off

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

TITLE ORD. NO.:
ESCROW NO.:

AND

WHEN RECORDED MAIL TO:

The Loan Company of San Diego
2356 Moore St., Suite 203
San Diego, CA 92110

FULL RECONVEYANCE

APN: 343-082-49-00

THE LOAN COMPANY OF SAN DIEGO, as Trustee under Deed of Trust made by MIRA ESTE PROPERTIES,LLC A CALIFORNIA LIMITED LIABILITY COMPANY Trustor(s), and recorded October 14, 2016 as Instrument No. 2016-0553920 of the Official Records of the County Recorder of San Diego County, California, describing land in said County as:

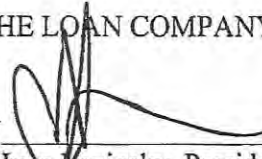
LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF No. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

PROPERTY COMMONLY KNOWN AS: 9212 Mira Este Ct, San Diego, CA 92126-6398

having received from holder of the obligations thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder.

THE LOAN COMPANY OF SAN DIEGO

Dated 1-6-2021

BY 
Ivan Lavinsky, President

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This document is filed for record by TICOR TITLE OF CALIFORNIA as an Accommodation only, and has not been Examined as to it's Sufficiency of Validity.



First American

myFirstAm® Recorded Document

~~#11~~ #15 + #14 same
~~2/4/21~~ 1/13/21

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000026694

Document Date: 20210113

FORECLOSURE NOTICE OF SALE

Property in default on a loan 6/6/17 (?)

So it will be sold at auction

Tenant may buy property.

But why are they being foreclosed on when they received notice the loans were paid off - reconveyed?

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

RECORDING REQUESTED BY

same as below

AND WHEN RECORDED MAIL TO

ACTION FORECLOSURE SERVICES, INC.
7839 UNIVERSITY AVENUE
SUITE 211
LA MESA, CA 91942

DOC# 2021-0026694



Jan 13, 2021 01:31 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

Trustee Sale No. 19606 Loan No. 1272 Title Order No. 1314733CAD
APN 343-082-49-00 TRA No. 08012

Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

***PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.**

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/06/2017. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 02/03/2021 at 10:00AM, ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION as the duly appointed Trustee under and pursuant to Deed of Trust Recorded on June 8, 2017 as DOC#2017-0257217 of official records in the Office of the Recorder of San Diego County, California, executed by: MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Trustor, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE ENTRANCE TO THE EAST COUNTY REGIONAL CENTER BY THE STATUE, 250 E. MAIN STREET, EL CAJON, CA, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California describing the land therein:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY DECEMBER 17, 1986.

Trustee Sale No. 19605
Loan No. 1250
Title Order No. 1314711CAD
APN 343-082-49-00

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$2,175,787.28 (Estimated).

Accrued interest and additional advances, if any, will increase this figure prior to sale. The Beneficiary may elect to bid less than the full credit bid.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (619) 704-1090 or visit this Internet Web site INNOVATIVEFIELDSERVICES.COM, using the file number assigned to this case 19605. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. For any other inquiries, including litigation or bankruptcy matters, please call (619) 704-1090 or fax (619) 704-1092.

Trustee Sale No. 19606
Loan No. 1272
Title Order No. 1314733CAD
APN 343-082-49-00

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$2,239,162.00 (Estimated).

Accrued interest and additional advances, if any, will increase this figure prior to sale. The Beneficiary may elect to bid less than the full credit bid.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (619) 704-1090 or visit this Internet Web site INNOVATIVEFIELDSERVICES.COM, using the file number assigned to this case 19606. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. For any other inquiries, including litigation or bankruptcy matters, please call (619) 704-1090 or fax (619) 704-1092.

RECORDING REQUESTED BY

Same AS BELOW

AND WHEN RECORDED MAIL TO

ACTION FORECLOSURE SERVICES, INC.
7839 UNIVERSITY AVENUE
SUITE 211
LA MESA, CA 91942

DOC# 2021-0026703



Jan 13, 2021 01:34 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

Trustee Sale No. 19605 Loan No. 1250 Title Order No. 1314711CAD
APN 343-082-49-00 TRA No. 08012

Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

***PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.**

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 08/18/2016. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 02/03/2021 at 10:00AM, ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION as the duly appointed Trustee under and pursuant to Deed of Trust Recorded on August 26, 2016 as DOC#2016-0442893 of official records in the Office of the Recorder of San Diego County, California, executed by: MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Trustor, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE ENTRANCE TO THE EAST COUNTY REGIONAL CENTER BY THE STATUE, 250 E. MAIN STREET, EL CAJON, CA, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California describing the land therein:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

Trustee Sale No. 19605
Loan No. 1250
Title Order No. 1314711CAD
APN 343-082-49-00

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$2,439,974.35 (Estimated).

Accrued interest and additional advances, if any, will increase this figure prior to sale. The Beneficiary may elect to bid less than the full credit bid.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

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NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (619) 704-1090 or visit this Internet Web site INNOVATIVEFIELDSERVICES.COM, using the file number assigned to this case 19605. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. For any other inquiries, including litigation or bankruptcy matters, please call (619) 704-1090 or fax (619) 704-1092.



First American

myFirstAm[®] Recorded Document

13 v # 12 same
except
2/4/21
different
loan #'s

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000032733
Document Date: 20210115

Release

OMG - here's the answer - the reconveyance (loan payoff) was a mistake. Say WHAT?? What lender EVER mistakenly says his loan has been paid off if it hasn't? Oh. Ivan Lavinsky does.

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY:
Ticor Title - SD Commercial
The Loan Company of San Diego
AND WHEN RECORDED MAIL
The Loan Company
Street 2356 Moore Street, Suite #203
Address San Diego, CA 92110
City,
State

DOC# 2021-0032733



Jan 15, 2021 10:31 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$95.00 (SB2 Atkins: \$75.00)

PAGES: 3

Assessor Parcel Number: 3430824900

SPACE ABOVE THIS LINE FOR RECORDER'S USE

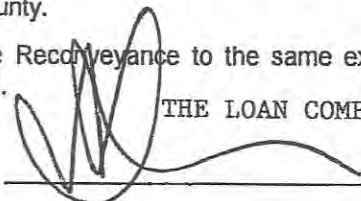
RESCISSION OF RECONVEYANCE

1. A deed of trust was executed by MIRA ESTE PROPERTIES, LLC A CALIFORNIA LIMITED LIABILITY COMPANY as Trustor, in favor of THE LOAN COMPANY OF SAN DIEGO, A California Limited Partnership as Beneficiary, which Deed of Trust was dated OCTOBER 4, 2016 and recorded on October 14, 2016 as Instrument No. 2016-0553920, Book _____ Page _____ in Official Records of SAN DIEGO County, State of California, describing the following real property situated in said County:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

This document is filed for record by TICOR TITLE OF CALIFORNIA as an Accommodation only, and has not been Examined as to it's Sufficiency of Validity.

- 2. Through inadvertence and mistake the undersigned executed a Reconveyance (hereinafter the "Reconveyance") of said deed of trust, which Reconveyance was recorded on January 13, 2021 as Instrument No. 2021-0024936, Official Records of said County.
- 3. The undersigned hereby cancels and rescinds the Reconveyance to the same extent and effect as though the Reconveyance had never been issued and recorded.



THE LOAN COMPANY OF SAN DIEGO

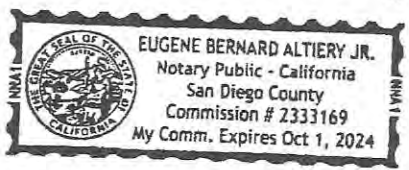
Dated: 1/14/21

By IVAN LAVINSKY, PRESIDENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Diego
On January 14, 2021 before me,
Eugene Bernard Altieri, Jr.
(here insert name and title of the officer)
notary public, personally appeared Ivan Saul Lavinsky





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

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

WITNESS my hand and official seal

Signature _____

See attached Acknowledgment

(This area for official notarial seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

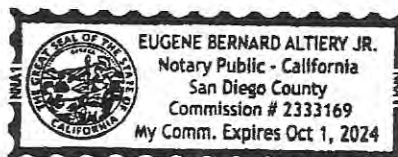
On January 14, 2021 before me, Eugene Bernard Altiery, Jr. Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Eugene Bernard Altiery, Jr. (Seal)





First American

myFirstAm® Recorded Document

#11 & #10 same
2/4/21 except
diff loan #13

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000087969
Document Date: 20210204

FORECLOSURE
NOTICE OF SALE

So Lavinsky is going to foreclose

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY

SAME AS BELOW

AND WHEN RECORDED MAIL TO

ACTION FORECLOSURE SERVICES, INC.
7839 UNIVERSITY AVENUE
SUITE 211
LA MESA, CA 91942

DOC# 2021-0087969



Feb 04, 2021 01:36 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

Trustee Sale No. 19605 Loan No. 1250 Title Order No. 1314711CAD
APN 343-082-49-00 TRA No. 08012

Space above this line for recorder's use only

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

***PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.**

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 08/18/2016. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 03/01/2021 at 10:00AM, ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION as the duly appointed Trustee under and pursuant to Deed of Trust Recorded on August 26, 2016 as DOC#2016-0442893 of official records in the Office of the Recorder of San Diego County, California, executed by: MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, as Trustor, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE ENTRANCE TO THE EAST COUNTY REGIONAL CENTER BY THE STATUE, 250 E. MAIN STREET, EL CAJON, CA, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California describing the land therein:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

Trustee Sale No. 19606
Loan No. 1272
Title Order No. 1314733CAD
APN 343-082-49-00

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$1,493,606.55 (Estimated).

Accrued interest and additional advances, if any, will increase this figure prior to sale. The Beneficiary may elect to bid less than the full credit bid.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (619) 704-1090 or visit this Internet Web site INNOVATIVEFIELDSERVICES.COM, using the file number assigned to this case 19606. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. For any other inquiries, including litigation or bankruptcy matters, please call (619) 704-1090 or fax (619) 704-1092.



First American

myFirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

#9

State: CA
County: SAN DIEGO

Document Number: 00000326058

Document Date: 20210428

Release - Assignment

*1/01 of the loan co has been replaced as the
loan has been sold to Lancer Financial*

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

Recording Requested by:
Ticor title - SD Commercial

The Loan Company of San Diego
2356 Moore St, Suite 203
San Diego, CA 92110

WHEN RECORDED MAIL TO:

The Loan Company of San Diego
2356 Moore St, Suite 203
San Diego, CA 92110

DOC# 2021-0326058



Apr 28, 2021 08:00 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **LANCER FINANCIAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** all beneficial interest under that certain Deed of Trust dated 10/06/2016, executed by **MIRA ESTE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** Trustor, to **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, Trustee, and recorded as Instrument No. 2016-0553920 on October 14, 2016, of Official Records in the County Recorder's Office of San Diego County, California, describing land therein as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

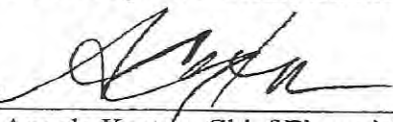
Commonly known as: 9212 Mira Este Court, San Diego, CA 92126

APN# 343-082-49-00

Together with the Note or Notes, inclusive of any Modifications thereof, therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: 4/27/21

THE LOAN COMPANY OF SAN DIEGO, A California Limited Partnership

By: 
Angela Kasten, Chief Financial Officer

This document is filed for record by TICOR TITLE OF CALIFORNIA as an Accommodation only, and has not been Examined as to it's Sufficiency of Validity.

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

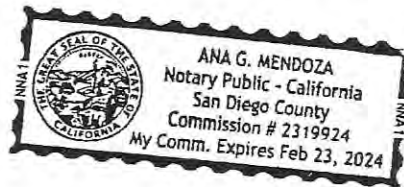
State of California)
) SS
County of San Diego)

On 4/27/2021 before me, Ana G. Mendoza, a Notary Public, personally appeared **Angela Kasten**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 [Seal]





First American

myFirstAm® Recorded Document

04 # 7
Same
except
different
loan
's

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000326059
Document Date: 20210428

Release
Assignment

Looks like the Loan Co got Mirra Este to back date
an agreement that the Loan Co had the loan &
then sign a new one to Heath Razuki of Mar
Miramar Est = Properties LLC ? They seem to be
cross-collateralizing

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



Apr 28, 2021 08:00 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$95.00 (SB2 Atkins: \$75.00)

PAGES: 2

Recording Requested by:
TICOR TITLE - SD Commercial.

THE LOAN COMPANY OF SAN DIEGO
2356 Moore Street, Suite #203
San Diego, CA 92110

WHEN RECORDED MAIL TO:

THE LOAN COMPANY OF SAN DIEGO
2356 Moore Street, Suite #203
San Diego, CA 92110

SEND TAX NOTICES TO:

COLLATERAL ASSIGNMENT OF DEED OF TRUST

THIS COLLATERAL ASSIGNMENT OF DEED OF TRUST IS DATED **January 6, 2021**, BETWEEN **LANCER FINANCIAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** (REFERRED TO BELOW AS "ASSIGNOR"), WHOSE ADDRESS IS 3755 AVOCADO BOULEVARD, #249, LA MESA, CA 91941, AND **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, (REFERRED TO BELOW AS "ASSIGNEE"), WHOSE ADDRESS IS 2356 MOORE STREET, SUITE 203, SAN DIEGO, CA 92110; .

DEED OF TRUST: **MIRA ESTE PROPERTIES, LLC A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to, **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated October 6, 2016, (the "Deed of Trust") which has been recorded October 14, 2016 AS DOCUMENT #2016-0553920

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF No. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

APN# 3430824900

Commonly known as 9212 Mira Este Ct, San Diego, CA 92126-6398.

This document is filed for record by TICOR TITLE OF CALIFORNIA as an Accommodation only, and has not been Examined as to it's Sufficiency of Validity.

IL AKK [Signature]



First American

myFirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

#6 & #5 same except different loan #'s
State: CA
County: SAN DIEGO

Document Number: 00000326064

Document Date: 20210428

Release
Assignment

The thing about this and #7 is that the Heith Razuki on the Recorded Document info page says no sales tax is due because usually that's because the transfer is intr between related parties

Limitation of Liability for Informational Report

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THE LOAN COMPANY OF SAN DIEGO
2356 Moore Street, Suite #203
San Diego, CA 92110

WHEN RECORDED MAIL TO:

THE LOAN COMPANY OF SAN DIEGO
2356 Moore Street, Suite #203
San Diego, CA 92110

SEND TAX NOTICES TO:

COLLATERAL ASSIGNMENT OF DEED OF TRUST

THIS COLLATERAL ASSIGNMENT OF DEED OF TRUST IS DATED **April 6, 2021**, BETWEEN **MIRAMAR SAN DIEGO PROPERTY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** (REFERRED TO BELOW AS "ASSIGNOR"), WHOSE ADDRESS IS 1064 SINGING RIDGE ROAD, EL CAJON, CA 92019, AND **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, (REFERRED TO BELOW AS "ASSIGNEE"), WHOSE ADDRESS IS 2356 MOORE STREET, SUITE 203, SAN DIEGO, CA 92110; .

DEED OF TRUST: **MIRA ESTE PROPERTIES, LLC A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to, **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated October 4, 2016, (the "Deed of Trust") which has been recorded October 14, 2016 AS DOCUMENT #2016-0553920 IN SAN DIEGO County,

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF No. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 17, 1986.

APN# 3430824900

Commonly known as 9212 Mira Este Ct, San Diego, CA 92126-6398.

IL 

This document is filed for record by TICOR TITLE OF CALIFORNIA as an Accommodation only, and has not been Examined as to it's Sufficiency of Validity.



First American

myFirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

4

State: CA
County: SAN DIEGO

Document Number: 000000387788
Document Date: 20210521

Release

Assignment

Ahan - So the Sky + Lane Group who loaned \$
to Mira Este for the Essary is Razuki.

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY:

DOC# 2021-0387788



May 21, 2021 04:44 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$95.00 (SB2 Atkins: \$75.00)

PAGES: 2

AND WHEN RECORDED MAIL TO:

Miramar San Diego Property, LLC
120 South Mollision Ave. Ste 100
El Cajon, CA 92020

Order No.:
Escrow No.:
APN: 343-082-49-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST

For value received, the undersigned hereby grants, assigns and transfers to
Miramar San Diego Property, LLC

all beneficial interest under that certain Deed of Trust dated August 20, 2019 executed
by Michael Essary solely in his capacity as receiver, Trustor,
to Sky & Lana Group, Inc., Trustee,
and recorded on October 7, 2019, as Instrument No. 2019-0444848 of
Official Records in the office of the County Recorder of San Diego County,
California, describing land therein as:

Complete Legal Description attached as Exhibit "A"

together with the note or notes as therein described or referred to, the money due and to become due
thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Dated: May 18, 2021

By: Sky & Lana Group Inc.
Beneficiary By Saad Salim Pattah, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF San Diego) SS.

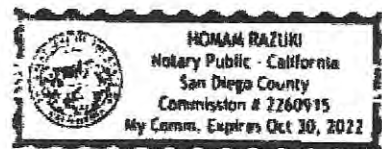
On May 20, 2021 before me, Homam Razuki, Notary Public, personally
appeared Saad Salim Pattah, President of Sky & Lana Group, Inc.

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

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

WITNESS my hand and official seal.

Signature
Homam Razuki, Notary Public - California
San Diego County Commission # 2260915
My Commission Expires Oct 30, 2022



FOR NOTARY STAMP



First American

myFirstAm[®] Recorded Document

3⁺ #2

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000401136
Document Date: 20210527

Foreclosure

Notice of Default from Essary

But they are still in default
to someone - oh! it's

Michael Essary for the Sky + Lana

\$500,000

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY

WFG National-Default Services

DOC# 2021-0401136



May 27, 2021 04:28 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER
FEES: \$101.00 (SB2 Atkins: \$75.00)

PAGES: 4

AND WHEN RECORDED MAIL TO

ACTION FORECLOSURE SERVICES, INC.
7839 UNIVERSITY AVENUE
SUITE 211
LA MESA, CA 91942

1893280CAD

Space above this line for recorder's use only

Trustee Sale No. 21665 Loan No. Title Order No. 1893280CAD

APN: 343-082-49-00

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

*PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$553,686.71** as of **05/26/2021** and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three-months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: MIRAMAR SAN DIEGO PROPERTY, LLC C/O ACTION FORECLOSURE SERVICES, INC., 7839 UNIVERSITY AVENUE, SUITE 211, LA MESA, CA 91942, (619) 704-1090.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION is either the original trustee, the duly appointed Trustee, substituted trustee or acting as agent for the trustee or beneficiary under a Deed of Trust dated 08/20/2019, executed by MICHAEL ESSARY, SOLELY IN HIS CAPACITY AS RECEIVER FOR PROPERTY LOCATED AT 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126, as trustor, to secure obligations in favor of Beneficiary Recorded on October 7, 2019 as DOC#2019-0444848 of official records in the Office of the Recorder of San Diego County, California, describing land therein: as more fully described on said Deed of Trust; including the note(s) for the original sum of \$500,000.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: THE UNPAID PRINCIPAL BALANCE OF \$500,000.00 WHICH BECAME DUE ON 09/11/2020 PLUS ACCRUED INTEREST AND LATE CHARGES TOGETHER WITH TRUSTEE'S COSTS AND FEES.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DOC# 2021-0621346



Sep 01, 2021 09:00 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

RECORDING REQUESTED BY

Same as below

AND WHEN RECORDED MAIL TO

ACTION FORECLOSURE SERVICES, INC.
7839 UNIVERSITY AVENUE
SUITE 211
LA MESA, CA 91942

Space above this line for recorder's use only

Trustee Sale No. 21665 Loan No. Title Order No. 1893280CAD
APN 343-082-49-00 TRA No. 08012

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED*

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

***PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.**

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 08/20/2019. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 09/27/2021 at 10:00AM, ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION as the duly appointed Trustee under and pursuant to Deed of Trust Recorded on October 7, 2019 as DOC#2019-0444848 of official records in the Office of the Recorder of San Diego County, California, executed by: MICHAEL ESSARY, SOLELY IN HIS CAPACITY AS RECEIVER FOR PROPERTY LOCATED AT 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126, as Trustor, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: , all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California describing the land therein:

REAL PROPERTY IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY DECEMBER 17, 1986.

Trustee Sale No. 21665
Loan No.
Title Order No. 1893280CAD
APN 343-082-49-00

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$568,304.17 (Estimated).

Accrued interest and additional advances, if any, will increase this figure prior to sale. The Beneficiary may elect to bid less than the full credit bid.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (619) 704-1090 or visit this Internet Web site, using the file number assigned to this case 21665. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. For any other inquiries, including litigation or bankruptcy matters, please call (619) 704-1090 or fax (619) 704-1092.



First American

myFirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: SAN DIEGO

Document Number: 00000703586
Document Date: 20211008

Deed Transfer
#1

(most recent)

Nothing else recorded
after this

It was sold in foreclosure

Miriam (aka Razoki) bought it in foreclosure for the amount
Limitation of Liability for Informational Report owed to themselves
+ paid themselves back

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

RECORDING REQUESTED BY:

AND

WHEN RECORDED MAIL TO:
MIRAMAR SAN DIEGO PROPERTY, LLC
C/O HAITH RAZUKI
120 S MOLLISON AVE
SUITE 100
EL CAJON, CA 92020

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

DOC# 2021-0703586



Oct 08, 2021 08:57 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$112.00 (SB2 Atkins: \$75.00)

PCOR: AFNF

PAGES: 2

Space above this line for recorder's use only

Trustee Sale No. 21665 Loan No. Title Order No. 1893280CAD

TRUSTEE'S DEED UPON SALE

APN 343-082-49-00 T.R.A. No. 08012

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was \$567,805.46
- 3) The amount paid by the grantee at the trustee sale was \$567,805.46
- 4) The documentary transfer tax is \$0.00
- 5) Said property is in the city of SAN DIEGO

and **ACTION FORECLOSURE SERVICES, INC., A CALIFORNIA CORPORATION** (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to

MIRAMAR SAN DIEGO PROPERTY, LLC (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of San Diego, State of California, described as follows:

REAL PROPERTY IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 14 OF MIRA ESTE BUSINESS PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11683, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY DECEMBER 17, 1986.

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 08/20/2019 and executed by MICHAEL ESSARY, SOLELY IN HIS CAPACITY AS RECEIVER FOR PROPERTY LOCATED AT 9212 MIRA ESTE COURT, SAN DIEGO, CA 92126, as Trustor, and Recorded on October 7, 2019 as DOC#2019-0444848 of official records of San Diego County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

#1925



Secretary of State
Articles of Organization
 Limited Liability Company (LLC)

LLC-1

201619010173

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$70.00

Copy Fees - First plain copy free; Additional copies: First page \$1.00 & .50 for each attachment page; Certification Fee - \$5.00

Important! LLCs may have to pay an annual minimum \$800 tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

FILED *SK*
 Secretary of State
 State of California
 JUL 08 2016 *[Signature]*

CC This Space For Office Use Only

1. Limited Liability Company Name (See Instructions – Must contain an LLC ending such as LLC or L.L.C. "LLC" will be added, if not included.)

MIRA ESTE PROPERTIES, LLC

2. Business Addresses

| | | | |
|---|-------------------------|-------|----------|
| a. Initial Street Address of Designated Office in California - Do not list a P.O. Box | City (no abbreviations) | State | Zip Code |
| 1011 Camino del Rio South, Suite 210 | San Diego | CA | 92108 |
| b. Initial Mailing Address of LLC, if different than item 2a | City (no abbreviations) | State | Zip Code |
| 1011 Camino del Rio South, Suite 210 | San Diego | CA | 92108 |

Item 3a and 3b: If naming an **Individual**, the agent must reside in California and Item 3a and 3b must be completed with the agent's name and complete California street address.

Item 3c: If naming a California Registered **Corporate Agent**, a current agent registration certificate must be on file with the California Secretary of State and Item 3c must be completed (leave Item 3a-3b blank).

3. Agent for Service of Process

| | | | |
|---|-------------------------|-----------|----------|
| a. California Agent's First Name (if agent is not a corporation) | Middle Name | Last Name | Suffix |
| David | C. | Jarvis | |
| b. Street Address (if agent is not a corporation) - Do not list a P.O. Box | City (no abbreviations) | State | Zip Code |
| 1011 Camino del Rio South, Suite 210 | San Diego | CA | 92108 |
| c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b | | | |

4. Management (Select **only** one box)

The LLC will be managed by:

- One Manager More than One Manager All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. The Information contained herein including in any attachments, is true and correct.

[Signature]
 Organizer sign here

David C. Jarvis, Organizer
 Print your name here



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

18-A81510

FILED

In the office of the Secretary of State
of the State of California

MAR 02, 2018

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)
MIRA ESTE PROPERTIES, LLC

2. 12-Digit Secretary of State File Number
201619010173

3. State, Foreign Country or Place of Organization (only if formed outside of California)
CALIFORNIA

4. Business Addresses

| | | | |
|---|--------------------------------------|-------------|-------------------|
| a. Street Address of Principal Office - Do not list a P.O. Box 8865 Balboa Avenue, UnitA | City (no abbreviations) San Diego | State CA | Zip Code 92123 |
| b. Mailing Address of LLC, if different than item 4a 8865 Balboa Avenue, UnitA | City (no abbreviations) San Diego | State CA | Zip Code 92123 |
| c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 8865 Balboa Avenue, UnitA | City (no abbreviations) San Diego | State CA | Zip Code 92123 |

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

| | | | |
|--|--------------------------------------|--------------------|-------------------|
| a. First Name, if an individual - Do not complete Item 5b Chris | Middle Name N. | Last Name Hakim | Suffix |
| b. Entity Name - Do not complete Item 5a | | | |
| c. Address 8865 Balboa Avenue, UnitA | City (no abbreviations) San Diego | State CA | Zip Code 92123 |

6. Service of Process (Must provide either Individual **OR** Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

| | | | |
|---|--------------------------------------|---------------------|-------------------|
| a. California Agent's First Name (if agent is not a corporation) David | Middle Name C | Last Name Jarvis | Suffix |
| b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1011 Camino Del Rio S, Ste 210 | City (no abbreviations) San Diego | State CA | Zip Code 92108 |

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Real Estate Ownership

8. Chief Executive Officer, if elected or appointed

| | | | |
|-------------------------|-------------|-----------|----------|
| a. First Name | Middle Name | Last Name | Suffix |
| b. Address | | | |
| City (no abbreviations) | | State | Zip Code |

9. The Information contained herein, including any attachments, is true and correct.

03/02/2018

Chris N. Hakim

Manager

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []



**Attachment to
Statement of Information
(Limited Liability Company)**

**LLC-12A
Attachment**

18-A81510

A. Limited Liability Company Name

MIRA ESTE PROPERTIES, LLC

This Space For Office Use Only

B. 12-Digit Secretary of State File Number

201619010173

C. State or Place of Organization (only if formed outside of California)

CALIFORNIA

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

| | | | |
|--------------------------------------|--------------------------------------|--------------------|-------------------|
| First Name Ninus | Middle Name | Last Name Malan | Suffix |
| Entity Name | | | |
| Address 8865 Balboa Avenue, UnitA | City (no abbreviations) San Diego | State CA | Zip Code 92123 |
| First Name | Middle Name | Last Name | Suffix |
| Entity Name | | | |
| Address | City (no abbreviations) | State | Zip Code |
| First Name | Middle Name | Last Name | Suffix |
| Entity Name | | | |
| Address | City (no abbreviations) | State | Zip Code |
| First Name | Middle Name | Last Name | Suffix |
| Entity Name | | | |
| Address | City (no abbreviations) | State | Zip Code |
| First Name | Middle Name | Last Name | Suffix |
| Entity Name | | | |
| Address | City (no abbreviations) | State | Zip Code |
| First Name | Middle Name | Last Name | Suffix |
| Entity Name | | | |
| Address | City (no abbreviations) | State | Zip Code |
| First Name | Middle Name | Last Name | Suffix |
| Entity Name | | | |
| Address | City (no abbreviations) | State | Zip Code |
| First Name | Middle Name | Last Name | Suffix |
| Entity Name | | | |
| Address | City (no abbreviations) | State | Zip Code |
| First Name | Middle Name | Last Name | Suffix |
| Entity Name | | | |
| Address | City (no abbreviations) | State | Zip Code |



Secretary of State
Statement of Information
 (Limited Liability Company)

LLC-12

19-D92062

FILED

In the office of the Secretary of State
 of the State of California

OCT 17, 2019

This Space For Office Use Only

IMPORTANT — [Read instructions](#) before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)
 MIRA ESTE PROPERTIES, LLC

2. 12-Digit Secretary of State File Number
 201619010173

3. State, Foreign Country or Place of Organization (only if formed outside of California)
 CALIFORNIA

4. Business Addresses

| | | | |
|--|--------------------------------------|-------------|-------------------|
| a. Street Address of Principal Office - Do not list a P.O. Box 3755 Avocado Blvd, #249 | City (no abbreviations) La Mesa | State CA | Zip Code 91941 |
| b. Mailing Address of LLC, if different than item 4a 3755 Avocado Blvd, #249 | City (no abbreviations) La Mesa | State CA | Zip Code 91941 |
| c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 9212 Mira Este Court | City (no abbreviations) San Diego | State CA | Zip Code 92126 |

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

| | | | |
|--|------------------------------------|--------------------|-------------------|
| a. First Name, if an individual - Do not complete Item 5b Chris | Middle Name N | Last Name Hakim | Suffix |
| b. Entity Name - Do not complete Item 5a | | | |
| c. Address 3755 Avocado Blvd, PO BOX 233 | City (no abbreviations) La Mesa | State CA | Zip Code 91941 |

6. Service of Process (Must provide either Individual **OR** Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

| | | | |
|--|--------------------------------------|---------------------|-------------------|
| a. California Agent's First Name (if agent is not a corporation) David | Middle Name | Last Name Jarvis | Suffix |
| b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1011 Camino del Rio S # 210 | City (no abbreviations) San Diego | State CA | Zip Code 92108 |

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
 Real Estate Management

8. Chief Executive Officer, if elected or appointed

| | | | |
|---------------|-------------------------|-----------|----------|
| a. First Name | Middle Name | Last Name | Suffix |
| b. Address | City (no abbreviations) | State | Zip Code |

9. The Information contained herein, including any attachments, is true and correct.

10/17/2019

Chris N Hakim

Manager

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []



State of California Secretary of State

Resignation of Agent Upon Whom Process May Be Served

FILED Secretary of State State of California 10/04/2021 Filing Date

There is no fee for filing this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

Entity Type (Identify the type of business from which you are resigning as agent for service of process. Check only one box.)

- 1. [] Corporation (domestic or qualified foreign) [] Registered General Partnership [x] Limited Liability Company (domestic or registered foreign) [] Unincorporated Association [] Limited Partnership (domestic or registered foreign) [] Foreign Partnership (other than a foreign limited partnership) [] Limited Liability Partnership (domestic or registered foreign) [] Foreign Association

Entity Name (Enter the name of the entity from whom you are resigning as agent for service of process.)

2. MIRA ESTE PROPERTIES, LLC

Entity File Number (Enter the file number issued to the above-named entity by the Secretary of State.)

3. 201619010173

Jurisdiction (Enter the jurisdiction (state, country or other place) under which the above-named entity was organized.)

4. California

Statement of Resignation (The following statement declares intent to resign as agent for service of process and should not be altered.)

5. The undersigned hereby resigns as agent upon whom process may be served in California for the above-named entity.

Execution

6. I declare I am the person who executed this instrument, which execution is my act and deed.

David Jarvis

Type or Print Name of declarant (i.e., the individual or corporation resigning as agent for service of process for the above-named entity)

Signature of Declarant or Signature of Authorized Representative of Declarant (if declarant is a corporation)

Title of Office of Authorized Representative of Declarant (if declarant is a corporation)