

05/15/2023

STEPHANIE CAMERON, CLERK
Vanessa Mingue a-Rodriguez, Deputy

1 Matthew D. Owdom, #258779
2 Owdom Law Firm
3 632 W. Oak Ave.
4 Visalia, California 93291
5 Telephone: 559/ 429-4434

6 Attorneys for Plaintiff

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 IN AND FOR THE COUNTY OF TULARE
9

10
11 ESPERANZA HERNANDEZ,
12 Plaintiff,

13 vs.

14 J. JESUS CALDERON HERRERA; All
15 persons unknown, claiming any legal or
16 equitable right, title, estate, lien or interest in
17 the real property described in this complaint,
18 which interest is adverse or clouds Plaintiffs'
19 title, named herein as Does 1 - 50, inclusive,
20 and Roes 1 - 50, inclusive;

21 Defendants.

Case No. VCU293715

ORDER FOR PUBLICATION OF
SUMMONS

[PROPOSED]

22 On reading Plaintiff's Application for an Order for Publication of Summons, and the
23 declaration of Matthew D. Owdom executed May 12, 2023, submitted here-with, it is satisfactorily
24 appearing to the Court that Defendant J. Jesus Calderon Herrera and "all persons unknown,
25 claiming any legal or equitable right, title, estate, lien, or interest in the real property described in
26 this complaint which interest is adverse or clouds Plaintiff's title, named herein as Does 1-50,
27 inclusive and Roes 1-150, inclusive" (*the Unknown Defendants*) (*collectively the Unserved*
28

ORDER FOR PUBLICATION OF SUMMONS

1 *Defendants*) cannot with reasonable diligence be served in any other manner specified in Sections
2 415.10 through 415.40 of the Code of Civil Procedure, that a cause of action exists in favor of
3 Plaintiff against *the Unserved Defendants*, and that *the Unserved Defendants* may be served by
4 publication in the Visalia Times-Delta, which is a newspaper of general circulation in Tulare
5 County, published in this state, that is most likely to give actual notice of this action to *the*
6 *Unserved Defendants*.

7 IT IS FURTHER ORDERED that defendant J. Jesus Calderon Herrera be served by
8 publication in Global Legal Notices, a legal notice publication of general circulation in Mexico, as
9 more particularly described on the separate Order for Service by Publication on page 4 of Exhibit
10 'C' to the Application.

11 IT IS FURTHER ORDERED that a copy of the summons, a copy of the complaint, and a
12 copy of this order be forthwith mailed to *the Unserved Defendants* if their addresses are
13 ascertained before expiration of the time herein prescribed for publication of summons.

14
15
16 Dated: May 15, 2023


JUDGE OF THE SUPERIOR COURT

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

J. JESUS CALDERON HERRERA; see attached

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ESPERANZA HERNANDEZ

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

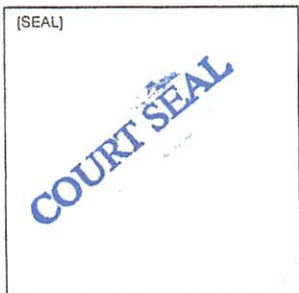
The name and address of the court is:
(El nombre y dirección de la corte es): **Tulare County Superior Court**
221 S Mooney Blvd, Rm. 201
Visalia CA 93291

CASE NUMBER:
(Número del Caso) **293715**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
OWDOM LAW FIRM, Matthew D Owdom 632 W. Oak Ave., Visalia, CA 93291, 559/429-4434

DATE: **OCT 11 2022** **Stephanie Cameron** Clerk, by **VANESSA MINGUELA**, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (associaticn or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

SHORT TITLE:

HERNANDEZ vs. CALDERON HERRERA

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
 → If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

All persons unknown, claiming any legal or equitable right, title, estate, lien or interest in the real property described in this complaint, which interest is adverse or clouds Plaintiffs' title, named herein as Does 1 - 50, inclusive, and Roes 1 - 50, inclusive;

Page _____ of _____

Page 1 of 1

Assigned to Judicial Officer _____

For All Purposes

1 Matthew D. Owdom #258779
2 OWDOM LAW FIRM
3 632 W. Oak Ave.
4 Visalia, CA 93291
5 Telephone: 559/429-4434
6 matt@owdomlawfirm.com

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

OCT 11 2022

STEPHANIE CAMERON, CLERK
BY: VANESSA MINGUELA

7 Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF TULARE

10 ESPERANZA HERNANDEZ;
11 Plaintiff,

12 vs.

13 J. JESUS CALDERON HERRERA; All
14 persons unknown, claiming any legal or
15 equitable right, title, estate, lien or interest in
16 the real property described in this complaint,
17 which interest is adverse or clouds Plaintiffs'
18 title, named herein as Does 1 - 50, inclusive,
19 and Roes 1 - 50, inclusive;

20 Defendants.

Case No. **293715**

COMPLAINT TO QUIET TITLE TO REAL
PROPERTY; TO IMPOSE AND
ENFORCE A CONSTRUCTIVE TRUST;
FOR AN EQUITABLE LIEN; AND FOR
DECLARATORY RELIEF

CASE MANAGEMENT CONFERENCE

Hearing Date: 2/8/2023
Time: 8:30AM
Department: 7

21
22 Plaintiff alleges the following by way of Complaint:

23
24 1. Plaintiff Esperanza Hernandez (*Plaintiff*) is a natural person residing in the County
25 of Tulare, State of California.

26 2. Defendant J. Jesus Calderon Herrera aka Mariano Calderon Herrera (*Herrera*) is
27 a natural person residing in Mexico.

1 3. The Defendants designated as all persons unknown, claiming any legal or
2 equitable right title, estate, lien or interest in the property, which claim is adverse to Plaintiff's
3 title, or creates any cloud on Plaintiff's title are unknown to Plaintiff (*the unknown defendants*).
4 Each unknown defendant claims an adverse interest to the subject property. The unknown
5 defendants are named herein as Does 1-50. The unknown defendants named as Roes 1- 50
6 are agents or otherwise unknown defendants and will be named when their identities are
7 ascertained.

8 4. The first parcel of real property involved in this action is commonly known as 321
9 North West First Street (NW 1st Street), Visalia, California 93291 (*the First Street property*),
10 which consists of a single family residence. Said property is more particularly described as
11 follows:

12 The South 4 feet of LOT 1 measured along the West line thereof, and all of LOT 2 in
13 BLOCK C of AUGHINBAUGH'S ADDITION, in the City of Visalia, County of Tulare, State of
14 California, as per Map recorded in Book 3, Page 48 of Maps, in the Office of the County
15 Recorder of said County.

16 APN: 094-023-002

17 5. The second parcel of real property involved in this action is commonly known as
18 2020 W. Connelly Avenue, Visalia, California 93291 (*the Connelly property*), which consists of
19 a single family residence. Said property is more particularly described as follows:

20 LOT 4 OF MELTON SUBDIVISION IN THE CITY OF VISALIA, COUNTY OF TULARE,
21 STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE 70 OF MAPS IN
22 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

23 APN: 093-041-019

24 6. Plaintiff and Herrera are the parents of three children and co-habited together in
25 Visalia, California until sometime in 1997. Plaintiff's children with Herrera are two boys and one
26 girl, Maritza Calderon.

1 7. In 1991, Plaintiff and Herrera purchased the First Street property for
2 approximately \$37,000.00 dollars. A true and correct copy of the deed reflecting the purchase,
3 which is the current vesting instrument, is attached hereto as Exhibit 'A'.

4 8. In 1996, Plaintiff and Herrera purchased the Connelly property for approximately
5 \$45,000.00. A true and correct copy of the current vesting deed is attached hereto as Exhibit
6 'B'.

7 9. True and correct copies of the mortgages of record for the First Street and
8 Connelly properties are attached hereto as Exhibits 'C' and 'D', respectively. The First Street
9 mortgage has been paid off by Hernandez, and the balance on the Connelly mortgage is low,
10 having been almost completely paid off by Hernandez over the years. The liens are not in
11 dispute by way of this action; this action solely concerns the ownership in fee of the properties.

12 9. In or about 1997, Herrera was arrested for cocaine trafficking. Herrera was
13 subsequently convicted of trafficking and sentenced to a term of approximately five years in
14 state prison.

15 10. For a time, Herrera served his sentence in Tehachapi state prison. During this
16 time, Plaintiff would visit Herrera.

17 11. During one of these visits, Herrera indicated to Plaintiff that he would be returning
18 to Mexico following the completion of his sentence, and that the properties should be let go
19 "back to the bank." Plaintiff disputed this, and indicated to Herrera that she would be keeping
20 the properties. Plaintiff told Herrera not to come back.

21 12. Herrera subsequently abandoned Plaintiff and their three children, left to Mexico,
22 and had no contact with them for approximately twenty years.

23 13. In the meantime, Plaintiff raised the children, living in the Connelly property;
24 while now 1st Street is rented out, prior to that two of Plaintiff's now adult children resided at the
25 property; one son still resides at Connelly. Herrera has never returned, and recently sent two
26 letters via an attorney in Baja California, Mexico, indicating that he will be listing the properties,
27 which he has been excluded from since approximately 1997, for sale. This action followed.

28

1 **FIRST CAUSE OF ACTION**

2 **(TO QUIET TITLE TO REAL PROPERTY BY ADVERSE POSSESSION)**

3 14. Plaintiff re-alleges all preceding paragraphs as if fully set forth herein.

4 15. Plaintiff has been in occupation of the First Street and Connelly properties since
5 1997, which occupation is open and notorious, and likewise continuous and uninterrupted.

6 16. Plaintiff's occupation has been exclusive and hostile to Herrera and the unknown
7 Defendants under a claim of right.

8 17. Plaintiff's hostile occupation has existed since approximately 1997.

9 18. Plaintiff is the holder of an undivided interest in fee for the properties under the
10 doctrine of adverse possession. The adverse claims of Defendants Herrera and Does 1-50 are
11 without any right whatsoever as to said fee estate, and no such defendant has any right, title,
12 estate or lien or interest in the properties or any part of it adverse to Plaintiff's ownership in fee.

13 19. Plaintiff is and was seized of possession of the properties since Herrera's conviction
14 for cocaine trafficking in 1997, and Plaintiff has subsequently possessed the same under a claim
15 of right, in addition to paying all property taxes on the properties since Herrera went to prison.

16 20. Plaintiff seeks to quiet title to the properties as against all adverse claimants, known
17 and unknown, as of the date of filing of this complaint.

18 **SECOND CAUSE OF ACTION**

19 **(IMPOSITION OF EQUITABLE LIEN)**

20 21. Plaintiff re-alleges all preceding paragraphs as if fully set forth herein.

21 22. Plaintiff has paid down the mortgages on the properties since she excluded
22 Herrera from the properties in or about 1997.

23 23. Defendants Herrera and the Doe and Roe defendants have benefitted by
24 payments of the encumbrances by Plaintiff and/or Plaintiff's agents, in addition to maintenance
25 and other costs protecting the properties for more than two decades. Plaintiff respectfully
26 requests equitable liens as against the properties in favor of Plaintiff, in an amount to be shown
27 according to proof at trial.

1 **THIRD CAUSE OF ACTION**
2 **(DECLARATORY RELIEF)**

3 24. Plaintiff re-alleges all preceding paragraphs as if fully set forth herein.

4 25. A controversy exists between Defendants, on the one hand, and Plaintiff, on the
5 other, as to the status of the ownership of the properties in fee. Herrera has caused Plaintiff to
6 be served with a demand letter from an attorney in Baja California stating he intends to sell the
7 properties he was excluded from by Plaintiff in the 1990's, despite having lost title to the same
8 via adverse possession.

9 26. Plaintiff requests that this Court declare the rights and obligations of all parties
10 with respect to the ownership of the property and all related issues.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays Judgment as follows:

- 13 1. For Judgment Quieting Title, that Plaintiff is the owner of the fee estate in the First
14 Street and Connelly properties; and that no defendant to this action has any
15 interest in the property adverse to Plaintiff;
- 16 2. For an order fixing the amount and/or nature of Plaintiff's interest in the subject
17 property as an equitable lien, according to proof to be shown at trial;
- 18 3. For a declaration and order re the respective parties' interests in the subject
19 property as set forth in paragraphs 25 and 26, above;
- 20 4. For costs of suit to the full extent permitted by statute;
- 21 5. For such other relief as the court may deem just and proper.
- 22
23
24

25 October 10, 2022

/s/ Matthew D. Owdom
OWDOM LAW FIRM
By: Matthew D. Owdom
Attorney for Plaintiff

VERIFICATION TO COMPLAINT

I am a party to this action. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

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

Dated: October 10, 2022

ESPERANZA HERNANDEZ
ESPERANZA HERNANDEZ

2317
106 327 588
RECORDED AT REQUEST OF
FIDELITY NATIONAL TITLE
TIME 9:10 PM FEB 3+11
JAN 14 1991
OFFICIAL RECORDS
TULARE COUNTY, CALIFORNIA

RECORDING REQUESTED BY
Fidelity National Title
MAIL TAX STATEMENT TO
Same address as below
WHEN RECORDED MAIL TO

Street Address
City & State
Jesus H. Calderon
321 Northwest First Street
Visalia, CA 93291

ORDER NO
ESCROW NO 18380-BJ

SURVEY MONUMENT \$10.00
SPACE ABOVE RECORDER'S USE ONLY

GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ 36.10
() Computed on full value of property conveyed, or
() Computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area () City of _____
Tax Parcel No. _____

BRUCE E. DINWIDDIE and ELEANOR M. DINWIDDIE, husband and wife

FOR A VALUABLE CONSIDERATION, HEREBY GRANT TO
JESUS H. CALDERON, an unmarried man and ESPERANZA HERNANDEZ,
a single woman as Joint Tenants

the real property in the County of Tulare, State of California, described as:

The South 4 feet of LOT 1 measured along the West line thereof, and all of
LOT 2 in BLOCK C of ANGHINBAUGH'S ADDITION, in the City of Visalia, County
of Tulare, State of California, as per Map recorded in Book 3, Page 48 of
Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM the West 55 feet thereof.

Dated November 7, 1990

Bruce E. Dinwiddie
BRUCE E. DINWIDDIE
Eleanor M. Dinwiddie
ELEANOR M. DINWIDDIE

(Individual Acknowledgment)


STATE OF CALIFORNIA
County of Tulare

On this 13th day of November, in the year 1990, before me, the undersigned, a Notary Public in and for
said County and State, personally appeared Bruce E. Dinwiddie and Eleanor M. Dinwiddie

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person is whose name s/are
subscribed to this instrument and acknowledged that they executed it.

WITNESS my hand and official seal

Bertha R. Juarez
Notary Public in and for said County and State.



(Notary Seal)

MAIL TAX STATEMENT AS DIRECTED ABOVE FD43B

094-002-03-02

321 N.W. 1st St.

EXHIBIT

'A'

Order No.974853RTK
Escrov No.974853MR
RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INS. CO.

97-027693

Rec Fee 7.00
Check 7.00

WHEN RECORDED MAIL TO:

J. JESUS CALDERON HERRERA
ESPERANZA HERNANDEZ
2020 CONNELLY AVE
VISALIA, CA 93291

Recorded
Official Records
County of
Tulare
Greg Hardcastle
Recorder
8:00am 29-Apr-97

FATC NB 1

MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX \$ -0- SAME ENTITY
() Computed on the consideration or value of
property conveyed; OR
() Computed on the consideration or value less
liens or encumbrances remaining at time of
sale.

SAME AS ABOVE

FIRST AMERICAN TITLE INSURANCE COMPANY
Signature of Declarant or Agent Determining Tax

APH# 093-041-019

GRANT DEED

093-004-01-19

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

J. JESUS CALDERON HERRERA

hereby GRANT(S) to

J. JESUS CALDERON HERRERA and ESPERANZA HERNANDEZ, husband and wife as Joint Tenants

the real property in the City of Visalia, County of TULARE, State of California, described
as
LOT 4 OF MELTON SUBDIVISION IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 18, PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.

Dated MARCH 13, 1997

J. Jesus Calderon Herrera
J. JESUS CALDERON

STATE OF CALIFORNIA)
COUNTY OF)

ON APRIL 14, 1997, before me, the undersigned, a Notary Public in and for said
State, personally appeared J. JESUS CALDERON HERRERA and ESPERANZA HERNANDEZ,
who (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that he/she/they/their
signature(s) on the instrument, the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal
Cathy Lewis
Notary Public in and for said County and State



2020 W-Completed by Ate

EXHIBIT

181

RECORDING REQUESTED BY
Fidelity National Title

2318

RECORDED AT REQUEST OF
FIDELITY NATIONAL TITLE
TIME 9 AM FEB 3 1991
JAN 14 1991

AND WHEN RECORDED MAIL TO
Name Mr. and Mrs. Dinwiddie
Street Address 2635 Border Links
City & State Visalia, CA 93291

OFFICIAL RECORDS
TULARE COUNTY, CALIFORNIA

Order No.
Escrow No. #16380-BJ

SPACE ABOVE THIS LINE FOR RECORDERS USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 10th day of January, 1991, between

Jesus H. Calderon, an unmarried man and Esperanza Hernandez, herein called TRUSTOR,
a single woman
whose address is 321 Northwest First Street, Visalia, CA 93291

Fidelity National Title Insurance Company of California, a corporation, herein called TRUSTEE, and
Bruce E. Dinwiddie and Eleanor M. Dinwiddie, husband and wife as joint tenants, herein called BENEFICIARY.

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

The South 4 feet of LOT 1 measured along the West line thereof, and all of LOT 2 in BLOCK C of AUGHINBAUGH'S ADDITION, in the City of Visalia, County of Tulare, State of California, as per Map recorded in Book 3, Page 48 of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM the West 55 feet thereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

094-002-03-028

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 \$ 28,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter 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:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	433	484	Kings	723	823	Placer	425	301	Santa	29	325
Alpine	1	250	Lake	382	38	Plumas	131	6	Shasta	458	181
Assador	104	348	Lassen	171	471	Riverside	3003	823	Solano	1185	182
Butte	1148	1	Los Angeles	72553	090	Sacramento	4331	02	Sonoma	1351	689
Calaveras	148	182	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	256	817	Marin	1030	330	San Bernardino	3387	61	Sutter	672	327
Contra Costa	2378	47	Mariposa	77	282	San Francisco	4322	003	Tehama	401	229
Del Norte	78	414	Menocino	579	630	San Joaquin	2470	811	Trinity	80	368
El Dorado	528	458	Merced	1547	838	San Luis Obispo	1181	18	Tulare	2284	278
Fresno	4826	872	Modoc	154	251	San Mateo	4078	430	Yachumone	185	47
Glenn	429	184	Mono	82	420	Santa Barbara	1870	660	Ventura	2082	388
Humboldt	627	637	Monterey	2194	838	Santa Clara	8328	341	Yolo	823	243
Imperial	1031	501	Napa	638	05	Santa Cruz	1431	484	Yuba	354	486
Inyo	147	883	Nevada	308	330	Shasta	688	828			
Kern	3427	60	Orange	5889	611	San Diego			Series 2 Book 1261, Page 102487		

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

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

(Individual Acknowledgment)
STATE OF CALIFORNIA
County of Tulare
On this 10th day of January, in the year 1991
before me, the undersigned, a Notary Public in and for said County and State,
personally appeared Jesus H. Calderon and
Esperanza Hernandez

Signature of Trustor
Jesus H. Calderon
JESUS H. CALDERON
Esperanza Hernandez
ESPERANZA HERNANDEZ

personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person Esperanza Hernandez
whose name Esperanza Hernandez subscribed to this
instrument and acknowledged that they executed it.
WITNESS my hand and official seal.

Bertha R. Juarez
Notary Public in and for said County and State.



(Notary Seal)

FD-218

(8/11)

97-027694

Rec Fee 28.00
Check 28.00

Recorded
Official Records
County of
Tulare
Greg Hardcastle
Recorder
8:00am 29-Apr-97

FATC NB 8

WHEN RECORDED MAIL TO
PROVIDENT MORTGAGE CORPORATION
P O BOX 3328
VISALIA, CA. 93278

LOAN NO. 9703057

(Space Above This Line For Recording Data)

093-004-01-19

DEED OF TRUST

FHA Case No.
045-4569584-703

THIS DEED OF TRUST ("Security Instrument") is made on APRIL 14, 1997. The trustor is J. JESUS CALDERON HERRERA AND ESPERANZA HERNANDEZ, HUSBAND AND WIFE, AS JOINT TENANTS

whose address is 2030 WEST CONNELLY AVENUE
VISALIA, CA 93291

("Borrower").

The trustee is PROVIDENT MORTGAGE CORPORATION,
A CALIFORNIA CORPORATION

("Trustee").

The beneficiary is PROVIDENT MORTGAGE CORPORATION
A CALIFORNIA CORPORATION

which is organized and existing under the laws of THE STATE OF CALIFORNIA, and whose address is P.O. BOX 3328
VISALIA, CA 93278

("Lender").

Borrower owes Lender the principal sum of
FORTY-FIVE THOUSAND FIVE HUNDRED ONE AND 00/100

Dollars (U.S. \$ 45,501.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2027.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in TULARE County, California

LOT 4 OF MELTON SUBDIVISION, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE 70 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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EXHIBIT

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which has the address of **2020 WEST CONNELLY AVENUE** **VISALIA**
(Street) (City)
 California **93291** ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds".

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note; and
- Fifth, to late charges due under the Note.

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 180 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 180 DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if:

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(i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

21. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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

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Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Graduated Payment Rider
- Other [specify]
- Growing Equity Rider
- Planned Unit Development Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ J. Jesus Calderon Herrera (Seal)
 J. JESUS CALDERON HERRERA -Borrower

_____ ESPERANZA HERNANDEZ (Seal)
 ESPERANZA HERNANDEZ -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

[Space Below This Line For Acknowledgment]

STATE OF CALIFORNIA, County ss:
 On APRIL 14, 1997 before me,
 a Notary Public in and for said County and State, personally appeared J. JESUS CALDERON HERRERA, HUSBAND
 AND WIFE, AS JOINT TENANTS

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

WITNESS my hand and official seal.

Signature _____
 (This area for official notarial seal)

REQUEST FOR RECONVEYANCE

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

Date: _____
 PROVIDENT MORTGAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
 County of TULARE
 On APRIL 14, 1997 before me, CATHY LEWIS
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared J. JESUS CALDERON HERRERA AND ESPERANZA HERNANDEZ
Name(s) of Signer(s)

personally known to me
 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 ~~is/are~~ they executed the same in ~~their~~ their authorized capacity(ies), and that by ~~their~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cathy Lewis
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

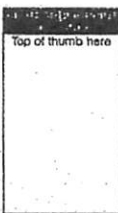
Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

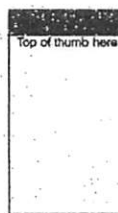
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____





Superior Court of the State of California

COUNTY OF TULARE
CIVIL LEGAL PROCESSING
221 S. Mooney Blvd., Room 201
Visalia, California 93291
Telephone: (559) 730-5000

ALTERNATIVE DISPUTE RESOLUTION PACKAGE

This is Tulare County Superior Court's Alternative Dispute Resolution (ADR) Package. The package contains:

1. The court's current ADR Referral List;
2. Tulare County Superior Court's Local Rule 600 on Case Management Conferences;
3. Information about ADR.

At the time a civil complaint is filed, the clerk will issue a hearing date and time for the Case Management Conference (CMC). This information is placed on the front page of the complaint. Plaintiff must serve notice of the CMC hearing and this ADR Package on each defendant with the summons and complaint.

All parties appearing in the action are ordered to meet and confer prior to the CMC date regarding an agreed upon mediator and mediation date and time under Local Rule 600(a)(5).

Each party must file and serve a CMC statement on Judicial Council form CM-110 no later than 15 calendar days before the CMC hearing under California Rules of Court, rule 3.725 and Local Rule 600(a)(6).

Counsel and unrepresented parties are required to be present, either in person or by CourtCall (See Local Rule 108 regarding CourtCall), at the CMC hearing and have authority to enter into a mediation agreement if the parties have agreed to mediate. Each party appearing shall also have sufficient information and understanding of the case in order to evaluate it accurately.

Please be advised that monetary and/or terminating sanctions shall be imposed against parties and counsel who fail to comply with state and local rules regarding case management conferences without good cause.

CHAPTER 6 – MANAGING CIVIL CASES

Rule 600 Case Management Conference

- (a) The Judicial Council has implemented state rules for the management of civil cases (Cal. Rules of Court, Chapter 2 Trial Court Management of Civil Cases, rules 10.900, et. Seq.).

In recognition of the state rules requiring the court to implement a case management Plan, the court elects to follow California Rules of Court, rule 3.714.

- (1) At the time the complaint is filed, the clerk will issue a hearing date for the Case Management Conference (CMC) to plaintiff that is no less than 120 days after the filing of the complaint. The clerk will also provide the Plaintiff with the court's Alternative Dispute Resolution (ADR) package including the list of the names of the mediators who have applied and met the court's mediation/arbitration qualifications pursuant to the program adopted by the court under California Rules of Court, rule 10.781. Plaintiff must serve a Notice of CMC and the ADR package on each defendant along with the summons and complaint.
- (2) Any party who files and serves a cross-complaint prior to the CMC must serve on each cross-defendant who is a new party to the action, a copy of the Notice of CMC and the ADR package along with the summons and cross-complaint. If a new cross-defendant is served after the initial CMC, the cross-complainant must serve the new cross-defendant with notice of any pending CMC, any assigned mediation date, trial, or settlement conference dates, and any other dates set by the court or orders made at the CMC.
- (3) If the plaintiff adds a new defendant or identifies a fictitiously named defendant after the initial CMC, along with the summons and complaint, plaintiff must serve the newly named defendant with notice of any pending CMC, any pending mediation date, any assigned trial and settlement conference dates, and any other dates set by the court or orders made at the CMC.
- (4) Proof of service of Notice of the CMC must be filed with the court within 60 days from the date the complaint is filed and may be included in the proof of service of the summons and complaint or cross-complaint.
- (5) This court has found that mediation is highly desirable and orders the parties to meet and confer prior to the CMC date regarding an agreed upon mediator and mediation date and time. A list of mediators and their fees are provided by the court in its ADR package. The mediator must be agreed upon before the CMC and the mediation date and time cleared with the mediator so the court may enter the date in the court's minute order.
- (6) Under California Rules of Court, rule 3.725, no later than 15 calendar days before the date set for the CMC, each party must file a CMC statement and serve it on all other parties in the case. Parties must use the mandatory CMC Statement (Judicial Council form CM-110). All applicable items on the form must be completed.

(7) In lieu of each party's filing a separate case management statement, any two or more parties may file a joint statement.

- (b) **Presence Required** – Counsel and unrepresented parties are required to be present, either in person or by telephonic appearance pursuant to The Superior Court of Tulare County, Local Rules, rule 108, and must have: (1) sufficient information and understanding of the case to evaluate it accurately, and (2) sufficient authority to enter into binding agreements such as the diversion of the case to arbitration, including binding arbitration, the setting of a trial date and mandatory settlement conference date, the dismissal of doe defendants or other parties, and the setting of a further case management conference.
- (c) **Compliance** – Failure to attend the case management conference will result in the court making whatever orders and imposing whatever sanctions as may be necessary and appropriate to obtain compliance with these rules, including but not limited to, a waiver of the right to a jury trial and a waiver of the right to object to a referral to arbitration or other alternate dispute resolution procedure.
- (d) **Waiver of Notice** – When all parties are present at the case management conference and a trial date and settlement conference dates are agreed to by the parties or ordered by the court, such presence is an effective waiver of a separate or formal notice of settlement conference and trial date. (01/01/03) (Revised 01/01/07, 01/01/09) (07/01/11)

Alternative Dispute Resolution

There are different processes available to settle lawsuits without having to go to trial. The most common forms of ADR are Mediation, Arbitration, and Case Evaluation. In ADR, a trained, impartial person decides disputes or helps the parties reach resolutions of their disputes for themselves. The persons are neutrals who are normally chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

Advantages of ADR

- Often quicker than going to trial, a dispute may be resolved in a matter of days or weeks instead of months or years.
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- Can permit more participation, allowing the parties the opportunity to tell their side of the story with more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing the parties to work together with the neutral to resolve the dispute and mutually agree to a remedy.
- Often less stressful than litigation. Most people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve disputes instead of filing a lawsuit. Even after a lawsuit has been filed, the court can refer the dispute to a neutral before the lawsuit becomes costly. ADR has been used to resolve disputes even after trial, when the result is appealed.

Disadvantages of ADR

ADR may not be suitable for every dispute.

If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute. The neutral may charge a fee for his or her services. If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs, such as attorney's fees and expert fees.

Lawsuits must be brought within specified periods of time, known as Statutes of Limitations. Parties must be careful not to let a Statute of Limitation run while a dispute is in an ADR process.

The Most Common Types of ADR

Mediation

In mediation, the mediator (a neutral) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved. The parties do. It is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other. Mediation normally leads to better relations between the parties and to lasting resolutions. It is particularly effective when parties have a continuing relationship, such as neighbors or businesses. It also is very effective where personal feelings are getting in the way of a resolution. Mediation normally gives the parties a chance to freely express their positions. Mediation can be successful for victims seeking restitution from offenders. When there has been violence between the parties, a mediator can meet separately with the parties.

Arbitration

In arbitration, the arbitrator (a neutral) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. This is very different from mediation whereby the mediator helps the parties reach their own resolution. Arbitration normally is more informal, quicker, and less expensive than a lawsuit. In a matter of hours, an arbitrator often can hear a case that otherwise may take a week in court to try. This is because the evidence can be submitted by documents rather than by testimony.

There are Two Types of Arbitration in California

1. **Private arbitration** by agreement of the parties involved in the dispute. This type takes place outside of the court and normally is binding. In most cases, "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an opportunity to appeal the decision.
2. **Judicial arbitration** ordered by the court. The arbitrator's decision is not binding unless the parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not receive a more favorable result at trial, the party may have to pay a penalty.

**** A Current list of approved mediators is provided on pages 6 – 8.****

ADR REFERRAL LIST
November 2021

NAME	HOURLY RATE	PROFILE INFORMATION
Honorable Howard R. Broadman (Ret.) 300 N. Willis Visalia, CA. 93291 Phone: (559) 738-1800 Fax: (559) 738-1102 Email: judgebroadman@judgebroadman.com admin@judgebroadman.com	\$475.00 per hour	Click Here Resume on file
Kenneth M. Byrum 5080 California Ave #200 Bakersfield, CA 93309 Phone: (661) 861-6191 Fax: (661) 861-6190 Email: ken@kmbmediation.com	\$300.00 per hour	Click Here Resume on file
Russell D. Cook 1233 West Shaw, Suite 100 Fresno, CA 93711 Phone: (559) 225-2510 Fax: (559) 229-3941 Email: rdcook@rdcooklaw.com	\$285.00 per hour	Click Here Resume on file
M. Troy Hazelton 3585 W. Beechwood Ave, Suite 101 Fresno, CA 93711 Phone: (559) 431-1300 Fax: (559) 431-1442 Email: Thazelton@pgllp.com	\$195.00 per hour	Click Here Resume on file
Lee M. Jacobson 1690 W. Shaw Avenue, Suite 201 Fresno, CA 93711 Phone: (559) 448-0400 Fax: (559) 448-0123 Email: lmj@jhnmlaw.com	\$290.00 per hour	Click Here Resume on file
Honorable Patrick J. O'Hara (Ret.) 300 N. Willis Visalia, CA. 93291 Phone: (559) 429-4570 Fax: (559) 429-4575 Email: judgeohara@judgeohara.com Website: www.judgeohara.com	\$475.00 per hour	Click Here Resume on file

<p>Leah Catherine Launey 42490 Kaweah River Drive Three Rivers, CA 93271 Phone: (559) 561-4270 Fax: (559) 561-4273 Email: lclauney@lanneymediation.com</p>	<p>\$175.00 per hour 2 hour minimum</p>	<p>Click Here Resume on file</p>
<p>Kevin G. Little 1099 E. Champlain Drive, Suite A-124 Fresno, CA 93720 Phone: (559)708-4750 Fax: (559)420-0830 Email: kevinglittle@yahoo.com</p>	<p>\$200.00 per hour 2 hour minimum</p>	<p>Click Here Resume on file</p>
<p>Linda Luke 632 W. Oak Avenue Visalia, CA. 93291 Phone: (559) 733-9505 Fax: (559) 733-3910 Email: linda.luke@icloud.com</p>	<p>\$275.00 per hour</p>	<p>Click Here Resume on file</p>
<p>Douglas E. Noll P.O. Box 2336 Clovis, CA. 93613 Phone: 800-785-4487 Fax: 877-765-1353 Email: doug@nollassociates.com</p>	<p>\$400 per hour 4 hour minimum</p>	<p>Click Here Resume on file</p>
<p>Honorable Robert. H. Oliver (Ret.) 5260 N. Palm Ave, Fourth Floor Fresno, CA 93704 Phone: (559)432-5400 or (559)313-6285 Fax: (559) 432-5620 Email: roliver@bakermanock.com</p>	<p>\$400.00 per hour (2 Hour Minimum)</p>	<p>Click Here Resume on file</p>
<p>James M. Phillips 8080 N. Palm Ave, Suite 101 Fresno, CA 93711 Phone: (559) 261-9340 Fax: (888) 974-4321 Email: phillipsgp@aol.com</p>	<p>\$340.00 per hour</p>	<p>Click Here Resume on file</p>
<p>Michael Renberg 1540 E. Shaw Ave, Suite 123 Fresno, CA 93710 Phone: (559) 431-6300 Fax: (559) 432-1018 Email: mrenberg@prcelaw.com</p>	<p>\$240.00 per hour</p>	<p>Click Here Resume on file</p>

Laurie Quigley Saldana 791 Price Street. #323 Pismo Beach, CA. 93449 Phone: (559) 730-1812 Email: laurie@mediationcentral.net	\$350.00 per hour	Click Here Resume on file
Andrew R. Weiss 7109 North Fresno Street, Suite 250 Fresno, CA 93720 Phone: (559) 438-2080 Cell: (559) 259-4663 Email: aweiss@weissmartin.com	\$300.00 per hour	Click Here Resume on file