

DOC # 2010-0141452
03/29/2010 08:00A Fee:15.00

Page 1 of 1
Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



Recording Requested By

And when recorded mail to:

Name: Franko - St. Pierre
Street Address: 44135 Perryman Ln
City: Hemet Ca 92544

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WOLCOTT'S FORMS, INC.

SINCE 1893

DECLARATION OF HOMESTEAD

I/We, Robert J. Franko Jr and Deborah L. St. Pierre
(Full name of declarant one) (Full name of declarant two)

hereafter referred to as Homestead-owner(s) do hereby certify and declare as follows:

- (1) Homestead-owner(s) are lawfully married to each other Yes No
- (2) Homestead-owner(s) hereby claim as a declared homestead, the premises located in the City of Hemet, County of Riverside, State of Ca, and commonly known as 44135 Perryman Lane
(Street address)

and more particularly described as follows: [Give complete legal description]

5.38 acres net in Parcel 3
Record of Survey Book 53 Page 47

- (3) I, Robert J. Franko Jr own the following interest in the above declared homestead: 50 %
(Full name of declarant one)
- (4) I, Deborah L. St. Pierre own the following interest in the above declared homestead: 50 %
(Full name of declarant two)
- (5) The estimate current market value of the property is \$ 45,000.00
- (6) The size of the homestead is 5.38 acres or _____ sq. ft. (1 acre = 43,560 sq. ft.)
- (7) The above declared homestead is the principal dwelling of Declarant One and/or Declarant Two, currently residing in that declared homestead with or without a family.
- (8) The facts stated in this Declaration are true as of my/our personal knowledge.
- (9) If executed by an agent of Declarant(s), _____ has been given authority
(Full name of agent)

to act on behalf of Declarant(s) by reason of a _____ granted or executed on _____
(Source of authority (e.g. power of attorney))

Dated: 3-19-2010
Robert J. Franko Jr
(Autograph of declarant or agent)

Deborah L. St. Pierre
(Autograph of declarant or agent)

STATE OF CALIFORNIA
COUNTY OF Riverside

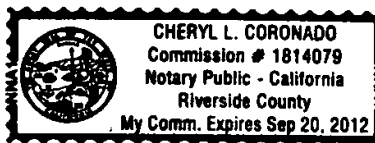
On March 19, 2010, before me, Cheryl L. Coronado, Notary Public, personally appeared Robert J. Franko Jr. and Deborah L. St. Pierre

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.

Cheryl L. Coronado
Signature of Notary Public



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FORM 752 REV. 11-07

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Robert J. Franko Jr.
Name Deborah L. St. Pierre
Street Address 44135 Perryman Lane
City & State Hemet Ca. 92544
Zip

Title Order No. _____ Escrow No. _____

DOC # 2002-240973

05/08/2002 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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A	R	L				COPY	LONG	REFUND	NCHG EXAM

T 355 Legal (2-94)

Grant Deed

TRA: 071

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0

_____ unincorporated area City of _____

Parcel No. _____

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

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

Roger A. Schmid and Jeannie E. Schmid, A married Couple.
Roger A. Schmid & Jeannie E. Schmid, a married couple
hereby GRANT(S) to Robert J. Franko Jr. and Deborah L. St. Pierre, Joint Tenants.

Robert J Franko Jr & Deborah L. St. Pierre

unincorporated

Joint Tenants

the following described real property in the unincorporated

county of Riverside, state of California:

Parcel A - Parcel 3 of record of survey 53/47, Riverside County.

Parcel A - Parcel 3 of record of survey 53/47, Riverside County

Parcel B - Non-exclusive easements for roads and utilities not less

than 30 feet wide over existing roads from East Benton Road to Parcel A

hereof.
Parcel C - Subject to non-exclusive easements fifteen foot wide along

boundaries of Parcel A hereof for roads and utilities.

along boundaries of Parcel A hereof for roads + utilities

Dated Aug 27, 2001

Roger A. Schmid

Roger A. Schmid

STATE OF CALIFORNIA ARIZONA } S.S.
COUNTY OF PINAL

On Aug 27, 2001 before me,

MARIE E. SMITH

JEANNIE E. SCHMID

Jeannie E. Schmid

a Notary Public in and for said County and State, personally appeared
ROGER A. SCHMID & JEANNIE E. SCHMID

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 Marie E. Smith



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

Order No.
Escrow No.
Loan No.

74567

WHEN RECORDED MAIL TO:
ROGER A. SCHMID and JEANNIE
E. SCHMID
5135 Bellflower Bl.
Lakewood, CA 90713

**RECEIVED FOR RECORD
AT 900 O'Clock A.M.
on May 12 of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE**

Book 1984, Page 74567
APR 12 1984
Recording & Official Records
of Riverside County, California
William E. Conerly
Recorder

PAID
Doc. Transfer Tax
WILLIAM E. CONERLY
Rec. Co. Recorder

SURVEYORS
Monument Fund
\$10.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
ROGER A. SCHMID
5135 Bellflower Bl.
Lakewood, CA 90713

DOCUMENTARY TRANSFER TAX \$ 7.70

..... 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.

Signature of Declarant or Agent determining tax - Firm Name _____

GRANT DEED

1663255-3

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
EUGENIA P. RIDGELY, a married woman, who acquired title as
EUGENIA P. RIDGLY, formerly EUGENIA P. WILSON

hereby GRANT(S) to

ROGER A. SCHMID and JEANNIE E. SCHMID

the real property in the City of Unincorporated area
County of Riverside

State of California, described as

Parcel A - Parcel 3 of record of survey 53/47, Riverside County.

Parcel B - Non-exclusive easements for roads and utilities not
less than 30 feet wide over existing roads from East Benton
Road to Parcel A hereof. Subject to non-exclusive easements
fifteen feet wide along the boundaries of Parcel A hereof for
roads and utilities.

Dated 22nd of May, 1982

Eugenia P. Ridgely
EUGENIA P. RIDGELY

STATE OF ~~CALIFORNIA~~ Maryland
COUNTY OF Calvert

On May 22, 1982
before me, the undersigned, a Notary Public in and for said
State, personally appeared
EUGENIA P. RIDGELY

known to me to be the person whose name is
subscribed to the within instrument and acknowledged that
she executed the same.

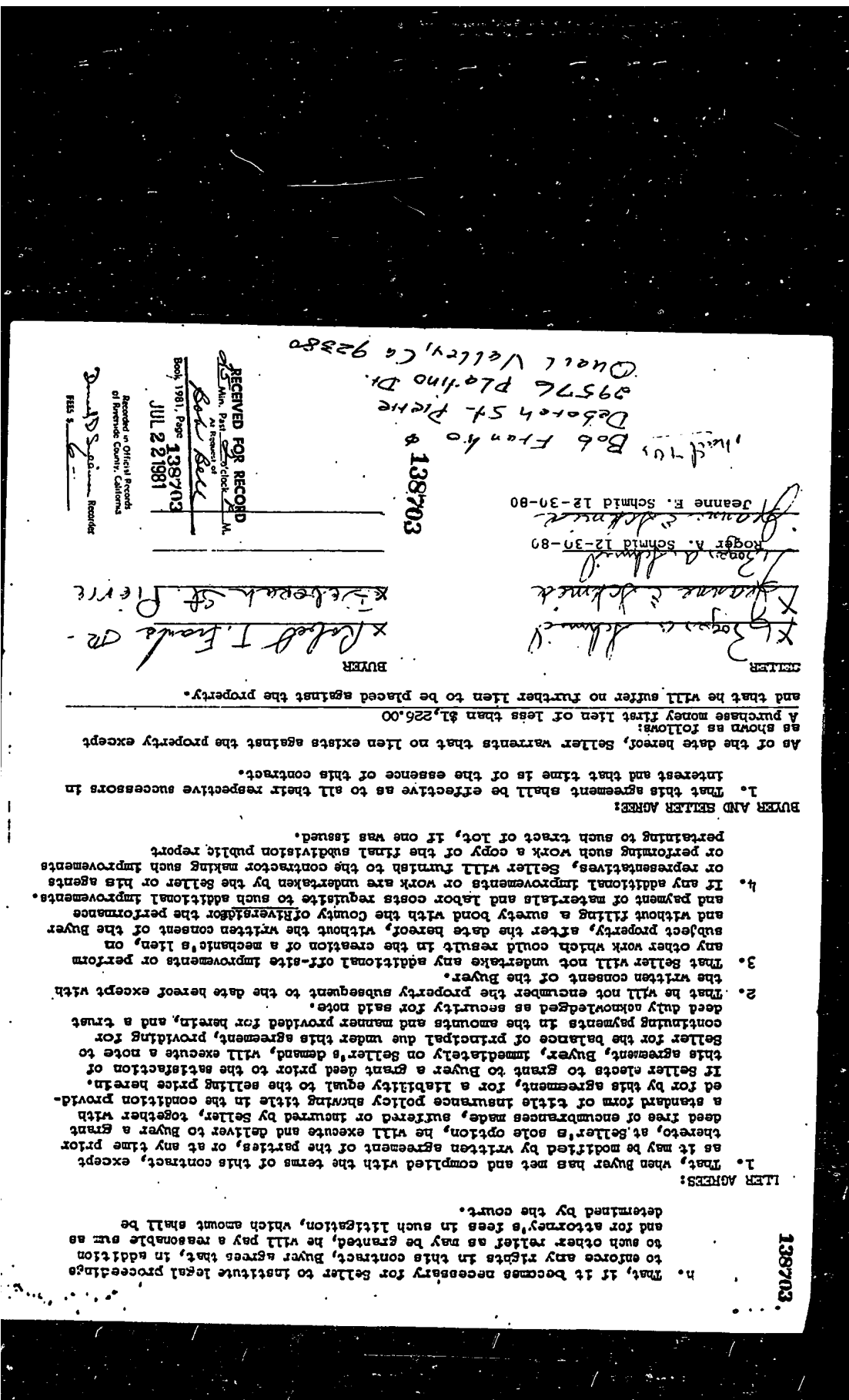
WITNESS my hand and official seal.
Signature *Lydia A. Wahl*

(This area for official use)
My commission expires on July 2, 1982

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (10/69)

138703
 by Roger A. Schmid and Jeanne E. Schmid, 5135 Ballflower Bl., called Seller and
 by Robert Joseph Franko, Jr. and Deborah St Pierre, 2976
 called Buyer,
 Platino Dr., Quail Valley, Ca. 92380 (714)679-2863
 relative to the sale and purchase of the following land in the County of Riverside
 State of California:
 Parcel A-Parcel 3 of Record of Survey 53/47, Riverside County. (5.38 acres)
 Parcel B-Non-exclusive easements for roads and utilities not less than 30 feet wide
 over existing roads from East Benton Road to Parcel A hereof.
 SUBJECT TO: Non-exclusive easements 15 feet wide along the boundaries of Parcel A
 hereof for roads and utilities.
 Seller agrees to sell and Buyer agrees to buy the property for \$25,000.00 due and
 payable \$500.00 on execution of this agreement and \$24,500.00 or more, including interest
 at 10 per cent per annum, on or before each 15th day of each calendar month hereafter,
 beginning Dec. 15, 1980, until the whole of said price and interest shall have been
 paid. Each payment shall be credited first on interest to the due date and the
 remainder on principal and interest shall thereupon cease on the principal so credited.
 Buyer reserves the right to make any of said payments to any prior lien holder who may
 appear. If no more than the minimum payments, as set forth above, shall be made by
 Buyer, this contract will run approximately 13 years. Seller agrees to pass deed
 to Buyer when \$1,250.00 has been paid towards principal.
 BUYER AGREES:
 1. To enter no lien to be placed against the property.
 2. To keep all buildings on the premises insured against loss by fire in accordance
 with the requirements of the Seller.
 3. To keep the premises in a reasonably good state and condition and to accept
 Seller's determination in regard to same.
 4. To pay all taxes, water rents and assessments as they may become due.
 5. That if he fails to comply with the terms of this agreement:
 a. Seller shall be released from all obligation in law or equity to convey
 the property to Buyer.
 b. Buyer shall forfeit all right to said property or to its possession.
 c. Seller shall have an immediate right to take possession of said property.
 d. and to remove any and all personal property of Buyer from the premises.
 e. Payments made hereunder by Buyer pursuant to this contract shall be
 credited by the Seller to the reasonable rental value of the property
 during the period that Buyer had the use and occupancy thereof.
 f. In lieu of the foregoing, Seller, at his option, may declare by written
 notice, mailed to the Buyer at his last known address, the entire unpaid
 balance of the purchase price to be due and payable within ten days of
 the mailing of said notice, and may, by appropriate action in law and
 equity, proceed to enforce payment thereof.
 g. Any rights, powers or remedies given or reserved to Seller by this par-
 agraph shall not be construed as waiving by Seller of any rights, powers
 or remedies otherwise given by law or equity to Seller.
 h. Buyer hereby expressly waives any and all claims for damages, or for
 rescission or cancellation of this contract, because of any representation
 made by Seller or his agent, other than such representations as may be
 contained in this contract. Buyer represents to Seller that he has been
 assured by means independent of Seller, of all facts material to this contract.



5. That, it becomes necessary for Seller to institute legal proceedings to enforce any rights in this contract, Buyer agrees that, in addition to such other relief as may be granted, he will pay a reasonable sum as and for attorney's fees in such litigation, which amount shall be determined by the court.

BUYER AGREES:

1. That, when Buyer has met and complied with the terms of this contract, except as it may be modified by written agreement of the parties, or at any time prior thereto, at Seller's sole option, he will execute and deliver to Buyer a grant deed free of encumbrances made, suffered or incurred by Seller, together with a standard form of title insurance policy showing title in the condition provided for by this agreement, for a liability equal to the selling price herein. If Seller elects to grant to Buyer a grant deed prior to the satisfaction of this agreement, Buyer, immediately on Seller's demand, will execute a note to Seller for the balance of principal due under this agreement, providing for continuing payments in the amount and manner provided for herein, and a trust deed duly acknowledged as security for said note.
2. That he will not encumber the property subsequent to the date hereof except with the written consent of the Buyer.
3. That Seller will not undertake any additional off-site improvements or perform any other work which could result in the creation of a mechanic's lien, on subject property, after the date hereof, without the written consent of the Buyer and without filing a surety bond with the County of Riverside for the performance and payment of materials and labor costs requisite to such additional improvements.
4. If any additional improvements or work are undertaken by the Seller or his agents or representatives, Seller will furnish to the contractor making such improvements or performing such work a copy of the final subdivision public report pertaining to such tract of lot, if one was issued.

BUYER AND SELLER AGREE:

1. That this agreement shall be effective as to all their respective successors in interest and that time is of the essence of this contract.
- As of the date hereof, Seller warrants that no lien exists against the property except as shown as follows:
 A purchase money first lien of less than \$1,226.00
 and that he will suffer no further lien to be placed against the property.

SELLER

X Roger A. Schmidt
X Jeanne E. Schmidt

BUYER

X Robert I. Frank Jr.
X Deborah St. Pierre

Roger A. Schmidt 12-30-80
Jeanne E. Schmidt 12-30-80

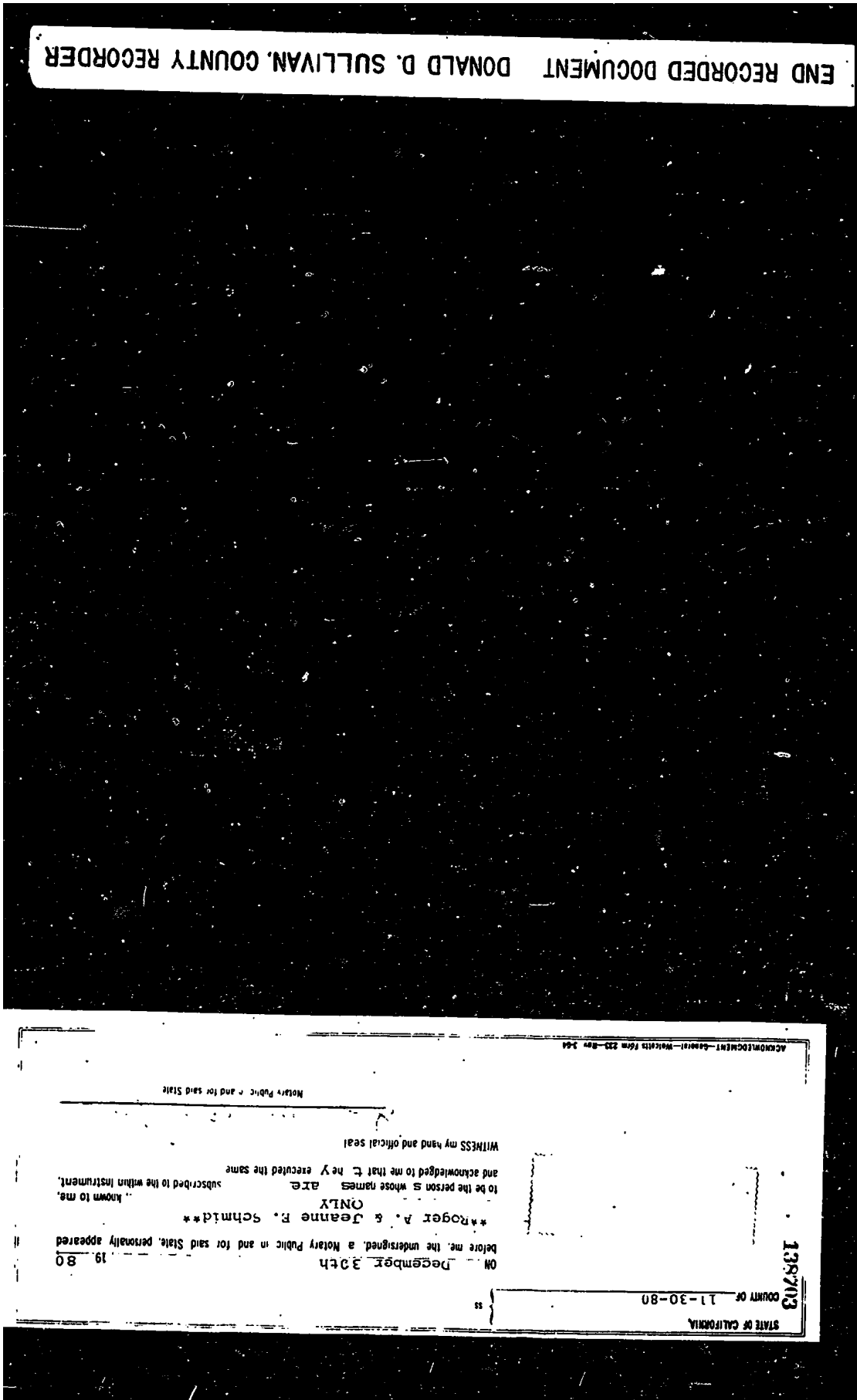
138703

138703
 Bob Frank &
 Deborah St. Pierre
 29576 Placinda Dr.
 Quail Valley, Ca 92580

RECEIVED FOR RECORD
 As Requested
 By *Bob Frank*
 Book 1981, Page **138703**
 JUL 22 1981

Recorded in Official Records
 of Riverside County, California
David S. Garcia Recorder

138703



END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER

STATE OF CALIFORNIA
COUNTY OF 11-30-80
138703

ON December 30th 1980
before me, the undersigned, a Notary Public in and for said State, personally appeared
Roger A. & Jeanne F. Schmidt
ONLY
to be the person s whose names are subscribed to the within instrument,
and acknowledged to me that they executed the same
WITNESS my hand and official seal
Notary Public in and for said State

ACKNOWLEDGMENT - General - Notarials Form 223 - Rev. 3-04

AGREEMENT FOR SALE OF REAL ESTATE

138702

Executed at Orange, California on this 14th day of July, 1969

by Frank E. Wilson and Eugenia Wilson, 5155 Lucas Bl Toro, Santa Ana, Calif. 92702

called Seller and by

Robert A. Schmid and Jeannie E. Schmid, 5155 Bellflower Boulevard, Lakewood,

Calif. 90713 (213) 925-9367 called Buyer relative

to the sale and purchase of the following land in the County of Riverside

State of California:

Parcel A--Parcel 3 of Record of Survey 53/27, Riverside County. (4.33 acres) Parcel A--non-exclusive easements for roads and utilities not less than 30 feet wide over existing roads from East Benton Road to Parcel A hereof.

SUBJECT TO:

Non-exclusive easements 15 feet wide along the boundaries of Parcel A hereof for roads and utilities.

Seller agrees to sell and Buyer agrees to buy the property for \$ 7000.00

payable \$ 70.00 on execution of this agreement and \$ 70.00 or more

including interest at 7.2 per cent per annum, on or before each 15th

day of each calendar month hereafter ^{beginning Aug. 15, 1969} until the whole of said price and interest shall have been paid. Buyer reserves the right to make any of said payments to any prior lien holder who may appear. If no more than the minimum payment as set forth above shall be made by Buyer, this contract will be paid off in approximately twelve years and three months.

BUYER agrees:

- To suffer no lien to be placed against the property.
- To keep all buildings on the premises insured against loss by fire in accordance with the requirements of the Seller.
- To keep the premises in a reasonably good state and condition.
- To pay all taxes, water rents and assessments as they become due.
- That if he fails to comply with the terms of this agreement, Seller shall be released from all obligation in law or equity to convey the property to the Buyer and all Buyer's equities in the land, his improvements, and his right to possession shall be forfeited. Pursuant thereto, Seller shall have the option and the right to declare the contractual relationship between the parties at an end. This right shall include the right to elect that the landlord-tenant relationship shall have existed between the parties effective from the date of execution hereof. Pursuant to such election, Seller shall have the remedies available to him pursuant to the California Code of Civil Procedure 1159 et seq.
- That should Seller be forced to sue to enforce this agreement, Buyer shall pay Seller's reasonable attorney's fees, necessary expenses and the cost of title evidence.

138702

SELLER agrees:

That when Buyer has met and complied with the terms of this contract, except as modified by written agreement of the parties, he will execute and deliver to Buyer a Grant Deed free of encumbrances made, suffered, or incurred by Seller, together with a standard form of policy of title insurance, showing title in the condition provided for by this agreement, for a liability not exceeding the sale price herein stated.

Seller and Buyer agree that this agreement shall be effective as to all their respective successors in interest; that time is of the essence of this contract.

As of the date hereof, Seller warrants that no lien exists against the property except as shown as follows:

A purchase money first lien of less than \$500.00 against the whole of ... 55/47

and that he will suffer no further lien to be placed against the property.

SELLER

BUYER

[Handwritten signatures of Seller: Frank J. Wilson, Eugenia P. Wilson]

[Handwritten signatures of Buyer: Robert A. Schmidt, Jeanette E. Schmidt]

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On February 24, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugenia P. Ridgely, formerly Eugenia P. Wilson, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

[Handwritten signature of Sandy A. Wilson]
SANDY A. WILSON.

Notary Public in and for said State



138702

Mail 10.

Bob Bell
728 E. Katella Ave
Orange, Ca 92666

RECEIVED FOR RECORD
Min. Pay. \$200.00
Book 1981, Page 1387142
JUL 2 1981
Office of Records
of Riverside County, California

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER