

**Subject Property Location**

Report Date: 04/17/2024

**Property Address** 239 SERENA DR  
**City, State & Zip** PALM DESERT, CA 92260-2157  
**County** RIVERSIDE COUNTY  
**Mailing Address** 246 W ESCALONES, SAN CLEMENTE, CA 92672-5109  
**Census Tract** 0449.29  
**Thomas Bros Pg-Grid**

**Property Use** Condominium Unit (Residential)  
**Parcel Number** 622-082-020  
**Latitude** 33.74486  
**Longitude** -116.389517

Order ID: R145872561

**Legal Description Details** Lot Number: 4-6 City, Municipality, Township: PALM DESERT Tract No: 11454 Brief Description: UNIT 20 CM 023/032 INT IN COMMON LOTS 4,5 & 6 TR 11454 MB 097/082

**Current Ownership Information** \*Source of Ownership data: Recorder Information

<b>Primary Owner Name(s)</b>	CASA MONTEREY 239 LLC,	<b>Sale Price</b>	
		<b>Transfer Date</b>	07/14/2022
<b>Vesting</b>		<b>Recording Date</b>	08/03/2022
		<b>Recorder Doc #</b>	2022-0343714
		<b>Book/Page</b>	

**Latest Full Sale Information**

<b>Primary Owner Name(s)</b>	KROPFL, KEITH JOSEPH; TANNER KROPFL, CARRIE	<b>Sale Price</b>	\$495,000
		<b>Sale Date</b>	11/15/2021
<b>Vesting</b>	Living Trust	<b>Recording Date</b>	12/09/2021
		<b>Recorder Doc #</b>	2021-0727610
		<b>Book/Page</b>	

**Financing Details at Time of Purchase**

1	<b>Loan Amount</b>	\$396,000	<b>Origination Lender Name</b>	5TH STREET CAPITAL INC
	<b>Loan Type</b>	New Conventional	<b>Recording Doc #</b>	2021-0727611

**Property Characteristics**

	<b>Bedrooms</b>	2	<b>Year Built</b>	1979	<b>Living Area (SF)</b>	1,670
	<b>Bathrooms/Partial</b>	1.75	<b>Garage/No. of Cars</b>	Attached Garage/2	<b>Price (\$/SF)</b>	\$296/SF
	<b>Total Rooms</b>		<b>Stories/Floors</b>	1 Story	<b>Lot Size (SF/AC)</b>	1,686/.04
	<b>Construction Type</b>	Wood	<b>No. of Units</b>	1	<b>Fireplace</b>	1 Fireplace
	<b>Exterior Walls</b>		<b>No. of Buildings</b>		<b>Pool</b>	
	<b>Roof Material/Type</b>	Tile	<b>Basement Type/Area</b>		<b>Heat Type</b>	Central
	<b>Foundation Type</b>		<b>Style</b>		<b>A/C</b>	Central
	<b>Property Type</b>	Residential	<b>View</b>	Golf Course Adjacent	<b>Elevator</b>	
	<b>Land Use</b>	Condominium Unit (Residential)			<b>Zoning</b>	PR5

**Assessment & Taxes**

	<b>Assessment Year</b>	2023	<b>Tax Year</b>	2023	<b>Tax Exemption</b>	
	<b>Total Assessed Value</b>	\$504,900	<b>Tax Amount</b>	\$6,597.88	<b>Tax Rate Area</b>	18-049
	<b>Land Value</b>	\$71,400	<b>Tax Account ID</b>	622082020		
	<b>Improvement Value</b>	\$433,500	<b>Tax Status</b>	No Delinquency Found		
	<b>Improvement Ratio</b>	85.86%	<b>Delinquent Tax Year</b>			

	<b>Total Value</b>		<b>Market Improvement Value</b>	
	<b>Market Land Value</b>		<b>Market Value Year</b>	

Lien History				
Trans. ID	Recording Date	Lender	Amount	Purchase Money
1	12/09/2021	5TH STREET CAPITAL INC	\$396,000	YES

Loan Officer Insights			
Trans.ID			
1	Loan Officer	ROBERT FORBES PAINTER	NMLS#272709
	Broker	BROKER SOLUTIONS INC	NMLS#6606
	Loan Company	5TH STREET CAPITAL INC	NMLS#1436495

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Online Document Retrieval ([2022-0343714](#)) Deed - Intra-family Transfer or  
Dissolution Complete

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

CASA MONTEREY 239 LLC  
246 W. Escalones  
San Clemente CA 92672

**2022-0343714**

08/03/2022 11:48 AM Fee: \$ 102.00

Page 1 of 2

Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



MAIL TAX STATEMENTS TO

CASA MONTEREY 239 LLC  
246 W. Escalones  
San Clemente CA 92672

149					R	A	Exam: 277		
Page	DA	FCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
2	1								
SIZE	NCOR	SMF	NCHG	T:					

**QUITCLAIM DEED**

102

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct: DOCUMENTARY TRANSFER TAX \$ -0- DOCUMENTARY TRANSFER TAX \$ -0- THE GRANTORS AND THE GRANTEES IN THIS CONVEYANCE ARE COMPRISED OF THE SAME PARTIES WHO CONTINUE TO HOLD THE SAME PROPORTIONATE INTEREST IN THE PROPERTY, R & T 11925(D).

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KEITH JOSEPH KROPFL (aka KEITH KROPFL) and CARRIE TANNER-KROPFL (aka CARRIE KROPFL), trustees of the KEITH AND CARRIE KROPFL LIVING TRUST dated January 16, 2020, REMISE AND FOREVER QUITCLAIM to CASA MONTEREY 239 LLC, a California limited liability company, the following described real property in the County of Riverside, State of California:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

APN: 622-082-020

Address: 239 Serena Drive, Palm Desert, CA 92260

KEITH AND CARRIE KROPFL LIVING TRUST dated January 16, 2020

Dated: 7/14/22

By: [Signature]  
KEITH JOSEPH KROPFL, trustee

Dated: 7/14/22

By: [Signature]  
CARRIE TANNER-KROPFL, trustee

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

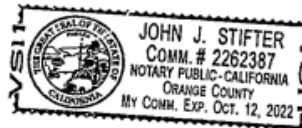
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On 7/14/22, before me, JOHN J. STIFTER, notary public, personally appeared KEITH JOSEPH KROPFL and CARRIE TANNER-KROPFL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]  
(Notary Public)



**EXHIBIT A****APN: 622-082-020****Address: 239 Serena Drive, Palm Desert, CA 92260**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPRISED OF:

(A) AN UNDIVIDED 1/34TH INTEREST IN AND TO LOT(S) 4, 5 AND 6 OF TRACT NO. 11454, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 97, PAGES 82 THROUGH 108 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT UNITS 2-1 THROUGH 2-34 INCLUSIVE, AS SHOWN ON THE CONDOMINIUM PLAN RECORDED OCTOBER 5, 1978 AS INSTRUMENT NO. 1978-211688 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

(B) UNIT 2-20 AS SHOWN ON THE CONDOMINIUM PLAN RECORDED OCTOBER 5, 1978 AS INSTRUMENT NO. 1978-211688 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBON OR OTHER MINERAL RIGHTS BELOW 500.00 FEET BENEATH THE SURFACE OF THE LAND, WITHOUT THE RIGHT OF SURFACE ENTRY.

SAID LAND IS LOCATED IN THE CITY OF PALM DESERT.

**To view the Online Document Retrieval, please click on the link below**

Online Document Retrieval ([2021-0727611](#)) Mortgage - New Conventional Complete

RECORDED AT THE REQUEST OF  
CHICAGO TITLE - INLAND EMPIRE

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:  
Integrity 1st Escrow, Inc.  
Order No. **7102117865**  
Escrow No. **RC3343-SC**  
Parcel No. **622-082-020**

**DOC # 2021-0727611**

12/09/2021 03:37 PM Fees: \$101.00

Page 1 of 30  
Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

AND WHEN RECORDED MAIL TO:

5<sup>TH</sup> STREET CAPITAL INC  
2020 CAMINO DEL RIO N, SUITE 700  
SAN DIEGO, CA 92108

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MARIA #309

Space above this line for recorder's use only

**Deed of Trust**

Title of Document

TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

**Exemption reason declared pursuant to Government Code 27388.1**

This document is a transfer that is subject to the imposition of documentary transfer tax.

This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.

Document reference: *concurrently herewith*

This document is a transfer of real property that is a residential dwelling to an owner-occupier.

This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.

Document reference: \_\_\_\_\_

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)



RECORDED AT THE REQUEST OF  
CHICAGO TITLE - INLAND EMPIRE

Recording Requested By:  
5th Street Capital, Inc.

And After Recording Return To:  
5th Street Capital, Inc.  
2020 Camino Del Rio N, Suite 700  
San Diego, California 92108  
Loan Number: 4461264345

[Space Above This Line For Recording Data]

Exempt from fee per GC 27388.1 (a)  
(2); recorded concurrently in connection  
with a transfer subject to the imposition  
of documentary transfer tax

### DEED OF TRUST

MIN: 101358544612643453

MERS Phone: 888-679-6377

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 7, 2021, together with all Riders to this document.

(B) "Borrower" is Keith Joseph Kropfl and Carrie Tanner-Kropfl, Trustees of the Keith and Carrie Kropfl Living Trust dated January 16, 2020, and any amendments thereto

BORROWER'S ADDRESS IS 239 Serena Drive, Palm Desert, California 92260.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is 5th Street Capital, Inc.

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA Lender's address is 2020 Camino Del Rio N, Suite 700, San Diego, California 92108

(D) "Trustee" is Chicago Title 560 E. Hospitality Ln, SAN BERNARDINO, CALIFORNIA 92408

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security



**Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

**(F) "Note"** means the promissory note signed by Borrower and dated DECEMBER 7, 2021 .  
The Note states that Borrower owes Lender THREE HUNDRED NINETY-SIX THOUSAND AND 00/100  
Dollars (U.S. \$ 396,000.00 ) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2062 .

**(G) "Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

**(H) "Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

**(I) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider   |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Biweekly Payment Rider   |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Second Home Rider  |
| <input checked="" type="checkbox"/> Condominium Rider     | <input checked="" type="checkbox"/> Other(s) [specify] Interest Only Rider, Revocable Trust Rider |

**(J) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(K) "Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(L) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(M) "Escrow Items"** means those items that are described in Section 3.

**(N) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(O) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(P) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(Q) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(R) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the COUNTY of Riverside :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.  
A.P.N.: 522-082-020

which currently has the address of 239 Serena Drive  
[Street]  
Palm Desert, California 92260 ("Property Address"):  
[City] [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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check,

treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section

15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of

any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage





# Property Detail Report

For Property Located At :  
**239 SERENA DR, PALM DESERT, CA 92260-2157**



## Owner Information

Owner Name: **CASA MONTEREY 239**  
 Mailing Address: **246 W ESCALONES, SAN CLEMENTE CA 92672-5109**  
 Vesting Codes: //

## Location Information

Legal Description: **UNIT 20 CM 023/032 INT IN COMMON LOTS 4,5 & 6 TR 11454 MB 097/082**  
 County: RIVERSIDE, CA APN: 622-082-020  
 Census Tract / Block: 449.29 / 1 Alternate APN: 622-082-020  
 Township-Range-Sect: Subdivision:  
 Legal Book/Page: Map Reference: /  
 Legal Lot: 4 Tract #: 11454  
 Legal Block: School District: DESERT SANDS INDIO  
 Market Area: 322 School District Name: DESERT SANDS INDIO  
 Neighbor Code: Munic/Township: CITY OF PALM DESERT

## Owner Transfer Information

Recording/Sale Date: 08/03/2022 / 07/14/2022 Deed Type: QUIT CLAIM DEED  
 Sale Price: 1st Mtg Document #:  
 Document #: 343714

## Last Market Sale Information

Recording/Sale Date: 12/09/2021 / 11/15/2021 1st Mtg Amount/Type: \$396,000 / CONV  
 Sale Price: \$495,000 1st Mtg Int. Rate/Type: 4.50 / ADJ  
 Sale Type: FULL 1st Mtg Document #: 727611  
 Document #: 727610 2nd Mtg Amount/Type: /  
 Deed Type: GRANT DEED 2nd Mtg Int. Rate/Type: /  
 Transfer Document #: Price Per SqFt: \$296.41  
 New Construction: Multi/Split Sale:  
 Title Company: CHICAGO TITLE-INLAND EMPIRE  
 Lender: 5TH STREET CAP INC  
 Seller Name: BARLOW DOROTHEA A

## Prior Sale Information

Prior Rec/Sale Date: 08/16/2016 / 06/23/2016 Prior Lender: WELLS FARGO BK NA  
 Prior Sale Price: \$240,000 Prior 1st Mtg Amt/Type: \$228,000 / CONV  
 Prior Doc Number: 350522 Prior 1st Mtg Rate/Type: /  
 Prior Deed Type: GRANT DEED

## Property Characteristics

Gross Area: 2,174	Parking Type: ATTACHED GARAGE	Construction:
Living Area: 1,670	Garage Area: 504	Heat Type: CENTRAL
Tot Adj Area: 1,800	Garage Capacity:	Exterior wall:
Above Grade:	Parking Spaces: 3	Porch Type:
Total Rooms:	Basement Area:	Patio Type:
Bedrooms: 2	Finish Bsmnt Area:	Pool:
Bath(F/H): 2 /	Basement Type:	Air Cond: CENTRAL
Year Built / Eff: 1979 / 1980	Roof Type:	Style:
Fireplace: Y / 1	Foundation:	Quality:
# of Stories: 1	Roof Material: SLATE	Condition:
Other Improvements: YES		

## Site Information

Zoning: PR5	Acres:	County Use: CONDO OR PUD WITH PRIVATE ENTR (A11)
Lot Area:	Lot Width/Depth: x	State Use: R02
Land Use: CONDOMINIUM	Res/Comm Units: /	Water Type: TYPE UNKNOWN
Site Influence: GOLF COURSE		Sewer Type: TYPE UNKNOWN

**Tax Information**

Total Value:	\$504,900	Assessed Year:	2023	Property Tax:	\$6,597.88
Land Value:	\$71,400	Improved %:	86%	Tax Area:	018049
Improvement Value:	\$433,500	Tax Year:	2023	Tax Exemption:	
Total Taxable Value:	\$504,900				