

RECORDING REQUESTED BY:
Michael Gutierrez, Settlor

AND WHEN RECORDED MAIL TO:
FIRST ENTERTAINMENT CREDIT UNION
6735 Forest Lawn Drive #218
Hollywood, California 90068
Attn: REAL ESTATE DEPARTMENT

APN: 2727-010-027

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REQUEST FOR NOTICE

In accordance with section 2924(b) of the Civil Code of the State of California, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. 04-0363058, on 2/18/2004, of Official Records in the County Recorder's Office of Los Angeles County, California, executed by RONALD V. AMERIAN AND PRISCILLA J. AMERIAN, as Trustor, in which, FIRST ENTERTAINMENT CREDIT UNION, a corporation, is named as Beneficiary, as duly appointed Trustee, Substitute trustee, or acting agent for the Beneficiary be mailed to:

MICHAEL ANTHONY GUTIERREZ, Estate
C/o Michael Gutierrez
9615 Farralone Avenue
Chatsworth, California 91311

NOTICE: A copy of any Notice of Default or any Notice of Sale will be sent only to the address contained in this recorded request. If the address changes, a new request must be recorded.

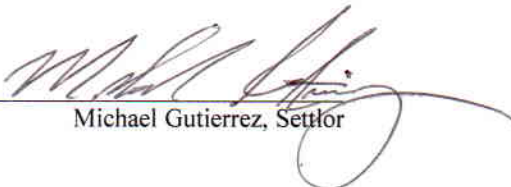
Exhibit A: Property description

Exhibit B: Due Notice

Date:

2-4-15

By:


Michael Gutierrez, Settlor

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 Los Angeles)

Request for Notice

On 12/04/2015 before me, Micah Holland, Notary Public, personally appeared Michael Gutierrez

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

FOR NOTARY STAMP



EXHIBIT "A"

LOT 33 OF TRACT NO. 26444, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 814 PAGES 23 TO 25 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL MINERALS, OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT HOWEVER ANY RIGHT OF SURFACE ENTRY OR ANY RIGHT OF ENTRY IN AND TO THE SUBSURFACE THEREOF AT A DEPTH OF LESS THAN 500 FEET BENEATH THE SURFACE, AS RESERVED BY CANTERBURY HOMES, A LIMITED PARTNERSHIP, IN DEED RECORDED OCTOBER 3, 1972 AS INSTRUMENT NO.1749.

EXHIBIT "B"

APN NO. 2727-010-027 LEGAL NOTICE TO: ALL CREDITORS, CONTINGENT CREDITORS, RECORD HOLDERS, BENEFICIAL OWNERS OF SHARES OF COMMON INTERESTS, AND TO ALL PERSONS (ANYONE AND EVERYONE), WHO MAY OTHERWISE BE INTERESTED IN REAL ESTATE PROPERTY DESCRIBED BELOW INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS IN INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNSOR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER ANY OF THEM, AND EACH OF THEM (COLLECTIVELY "YOU").

THIS NOTICE [CAL. CIV. CODE § 2332], IS IN NATURE OF A DUE FAIR-WARNING PURSUANT TO THE "FAIR WARNING DOCTRINE". PLEASE READ IT CAREFULLY IN ITS ENTIRETY AND TAKE DUE HEED OF THE CONTENTS. YOUR LEGAL AND EQUITABLE RIGHTS OR INTERESTS WILL BE AFFECTED BY THE PROCEEDINGS IN THIS ADMINISTRATIVE ADJUDICATION. IF, FOR ANY REASON, YOU HAVE TROUBLE UNDERSTANDING ANY OF THESE STATEMENTS OR WARNINGS, IT IS YOUR DUTY TO NOTIFY A SUPERIOR OFFICER, OR COMPETENT LEGAL COUNSEL, TO DECIPHER AND EXPLAIN TO YOU THE SIGNIFICANCE OF THIS PRESENTMENT.

"IF", BY DEFAULT, NEGLIGENCE OR OVERSIGHT YOU APPROVE THE PROPOSED CONSENT DECREE SETTLEMENT, OR IF BY THE ABSENCE OF A LODGED QUIET TITLE ACTION (NISI DECREE PRO CONFESSO), UNDERTAKEN BY YOU (THE ALLEGED INTERESTED PARTY); TO REMOVE ANY CLOUD; TO ESTABLISH CLEAR OWNERSHIP OF THE REAL PROPERTY (LAND AND BUILDINGS AFFIXED TO LAND); TO CURE ANY BROKEN CONTINUITY IN THE CHAIN OF TITLE; AND TO "QUIET" ALL OTHER CLAIMS AND EFFECTIVELY PUT TO REST ANY CLAIMS THAT MAY RESULT FROM UNCLEAR TRANSFERS OF THE PROPERTY THAT TOOK PLACE IN TIMES PAST, YOU (ANYONE AND EVERYONE), WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE ABSOLUTE SETTLEMENT AND FROM PURSUING THE SETTLED CLAIMS (DEFINED HEREIN).

"IF", BY DEFAULT, NEGLIGENCE OR OVERSIGHT YOU APPROVE THE PROPOSED CONSENT DECREE SETTLEMENT, YOU (ANYONE AND EVERYONE), WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE ABSOLUTE SETTLEMENT AND FROM PURSUING THE SETTLED CLAIMS (DEFINED HEREIN). IN THE ABSENCE OF A VERIFIED QUIET TITLE ACTION (NISI DECREE PRO CONFESSO), UNDERTAKEN BY YOU (THE ALLEGED INTERESTED PARTY); TO REMOVE ANY CLOUD; TO ESTABLISH CLEAR OWNERSHIP OF THE REAL PROPERTY (LAND AND BUILDINGS AFFIXED TO LAND); TO CURE ANY BROKEN CONTINUITY IN THE CHAIN OF TITLE; AND TO "QUIET" ALL OTHER CLAIMS AND EFFECTIVELY PUT TO REST ANY CLAIMS THAT MAY RESULT FROM UNCLEAR TRANSFERS OF THE PROPERTY THAT TOOK PLACE IN TIMES PAST, IT SHALL BE CONCLUSIVELY PRESUMED AS A FACT THAT YOU DO NOT OPPOSE OR OBJECT THE FORM OR FASHION BY WHICH THE TITLE IN CONTROVERSY IS HEREIN EFFECTIVELY SILENCED IN FAVOR OF THE DECLARANT (CAL. CIV. CODE §3528).

IF YOU HOLD APN No. 2727-010-027, 9615 Farralone Avenue, Chatsworth, California 91311, COMMON INTERESTS OR CONTRACTING POWER FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

PLEASE TAKE NOTICE OF THE FOLLOWING: Michael Gutierrez, a natural person (herein and after referred to as "the Declarant"), peacefully (lawfully), occupies (Cal. Civ. Code § 1006.), is the title holder of certain property, and, maintains continuous uninterrupted, constructive possession for a time in excess of ninety (90) days, of the otherwise ABANDONED real estate particularly described as follows: 9615 Farralone Avenue, Chatsworth, California 91311, APN No. 2727-010-027 (see Exhibit "A").

PLEASE TAKE FURTHER NOTICE that it is the intent of the Declarant, his officers, agents or assigns, to exercise in respect thereof all the equitable and established prescriptive rights, powers and privileges as legal owner, including the right to enhance the value of, protect, preserve, improve, sell,

EXHIBIT "B"

assign, transfer, convey, lease, alienate, dispose of, mortgage, or otherwise encumber the lands, buildings, real estate property where situated, and any and all legal and equitable interests therein, including patents and patent rights, chattels, easements, and privileges which may lawfully be purchased, sold, or dealt. Any sale will be held to satisfy any lien for charges, plus the cost of services, alteration, or repair of property, advertising and the expense of the sale in the final sum certain amount of cash in lawful money of the United States, with sale going to the highest bidder in private or public competitive bidding.

FURTHERMORE, it is hereby expressly provided that the foregoing and following enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Declarant, and that the Declarant may do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or objects hereinabove enumerated either alone or in association with other individuals, to the same extent and as fully as individuals might or could do as principals, agents, contractors or otherwise, and,

You shall undertake not to sell, lease, encumber, transfer, dispose of any purported interests in the property or otherwise cause or permit any action that would operate to infringe on, or deprive the Declarant of any of the rights [Cal. Civ. Code § 1708], herein claimed and/or established, until such a time as any issues are administratively (self) adjudicated (EXTRAJUDICIAL SETTLEMENT). You (and/or affiliates) shall further undertake not to initiate any action that injures, hampers, obstructs, impedes, inhibits, retards, balks, prevents, thwarts, foils, curbs, or delays the Declarant (Cal. Civ. Code § 3520.), in any way, shape, or form from the free exercise of the rights herein ratified, or the powers necessary to perform any or all of the terms, conditions, and assurances in this Notice ["novation agreement"], and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Declarant. This shall be done in a manner and form acceptable to the Declarant.

PLEASE TAKE FURTHER NOTICE that if you have any interest in any of that real estate property, you "must" file the CLAIM ("Quiet Title action"), with the COURT within 30 days from the date of publication of this notice. If you have not communicated in writing or by proper means reflected in a contemporaneous record prepared by or on your behalf, concerning the property, and have not otherwise indicated an underwritten interest in the property; you will lose (administratively forfeit, release, grant (Cal. Civ. Code § 1110 & 3522), gift, waive, permanently abandon, and/or intentionally/voluntary relinquish [Quit Claim]), your rights, interest and Constructive ownership in any real estate property; and,

FURTHERMORE, a sufficient description of the property INTERESTS must be presented to establish, with reasonable certainty, that the person claiming the property INTEREST is the rightful owner; and, if, in addition to its principal amount, a claim includes interest, fees, expenses, or other charges incurred before the cause of action was filed, an itemized statement of the interest, fees, expenses, or charges shall be filed with the cause of action; and, if a security interest is claimed in the property, a statement of the amount necessary to cure any default as of the date of the cause of action shall be filed with the proof of claim; and, if an escrow account has been established in connection with the claim, an escrow account statement prepared as of the date the cause of action was filed and in a form consistent with applicable law shall be filed with the attachment to the cause of action; and, if the holder of a claim fails to provide any information required by this notice, the Declarant shall, after this notice and allotted time, preclude the holder from presenting the omitted information, in any form, as evidence in any contested matter or adversary proceeding in any case, and demand other appropriate relief, including reasonable expenses and legal fees caused by the failure; and, if a claim is based on an open-end or revolving consumer credit agreement for which a security interest is claimed in the real property — a "Bill in Equity" must (shall), be filed with proof of claim, including all of the following information that applies to the account: (a) the name of the entity from whom the creditor purchased the account; (b) the name of the entity to whom the debt was owed at the time of an account holder's last transaction on the account; (c) the date of an account holder's last transaction; (d) the date of the last payment on the account; and (e) the date on which the account was charged to profit and loss, and,

FURTHERMORE, on written request by the Declarant, the holder of a claim based on an open-end or revolving consumer credit agreement shall, within 30 days after the request is sent, provide the Declarant a copy of the writing of the specified information that applies to the claimed in the property in this notice; and, if a security interest in the real property is claimed, the Bill in Equity with proof of claim shall be accompanied by evidence that the security interest has been perfected; and, if a claim has been transferred before the Bill in Equity and proof of the claim has been filed, the Bill in Equity shall be filed only by the transferee or an indenture trustee; and, no claim based on a publicly traded note, bond, or

EXHIBIT "B"

debenture may be transferred after the Bill in Equity and proof of claim has been filed; and,

FURTHERMORE, if a claim based on a publicly traded note, bond, or debenture has been transferred for security before Bill in Equity proof of the claim has been filed, the transferor or transferee or both must file a Bill in Equity and proof of claim for the full amount; and, the proof shall be supported by a statement setting forth the terms of the transfer; and, if both transferor and transferee file proofs of the same claim, the proofs shall-not-be consolidated. If the transferor or transferee does not file an agreement regarding its relative rights respecting the purported claim, payment of dividends thereon, or respond in the administrative process, after notice and a allotted time, the court shall enter such orders respecting these matters as appropriately deemed adjudicated in favor of the Declarant; and, If a claim other than one based on a publicly traded note, bond, or debenture has been transferred for security after the proof of claim has been filed, evidence of the terms of the transfer shall be filed by the transferee. A copy of an objection (Bill in Equity and proof of claim) or a quiet title petition filed pursuant to this Notice together with a Notice of Pendency of Action (Lis Pendens) shall be mailed or otherwise delivered to the Declarant, whichever is appropriate, at least 30 days prior to the hearing. A communication with the Declarant by the purported holder in due course or its representative who has not in writing identified the property to the Declarant is not an indication of interest in the property; any other property right (including but not limited to any form of insurance policy) accrued or accruing to the apparent owner as a result of the interest, and not previously presumed abandoned, is shall be conclusively presumed abandoned, and herein claimed by the Declarant; and,

FURTHERMORE, when any action is taken pursuant to the procedure established in Cal. Civ. Code, § 2941.9, an affidavit must be signed and recorded in the county where the real property is located. By statute, the affidavit must be entitled "Majority Action Affidavit," include mandatory information, and be signed under penalty of perjury (Civ. Code, §2941.9, subd. (d)). [See the statute for additional requirements and definitions.]

PLEASE TAKE FURTHER NOTICE that the Declarant, makes a "General Decree" that all prior filings in the herein described property records to be ineffective pursuant to Cal. Civ. Code, § 2941.9(d), and unless Good Cause Appears, in the Form of a "Majority Action Affidavit", signed under penalty of perjury as prescribed by law, then Good Cause shall-have-been-shown to have all interested parties mutually stipulate to a "Consent Decree", holding any instrument requiring-but-not-containing a signed "Majority Action Affidavit", to be fully null-and-void (having no force, binding power, or validity), and furthermore, to a "Memorandum of Understanding" (hereinafter called "MOU"), that any sale (by you), "and" purchase "shall" be held-to-be, in bad faith, with abandonment of the underwriting guidelines, pervasive disregard of prudent securitization standards, against the interests of the investors, with "Due-Notice" to agent and principal (Cal. Civ. Code § 2332 and/or an affiliates/**Errors and Omissions Insurance**), of apparent, irrefutable, insurmountable evidence of "altered", "forged", "unauthorized", "fabricated" signature(s), routine fabrication of borrower and loan information, and routine engagement in the intentional breach of the representations and warranties; and,

FURTHERMORE, to a confession-of-judgment that this instant matter, at-all-times, stands as "permanently", and "irrevocably", "Administratively Adjudicated" (no issues liable or subject to judicial or quasi-judicial examination or trial); and,

FURTHERMORE, the Trustee, and Beneficiaries (Cal. Civ. Code § 2330-2339), "shall", in advance of the first disposition of any action, suit, or proceeding; undertake, covenant, or otherwise pledge to wholly-and-completely, now-until-forever, "indemnify" (including but not limited to ANY tax), "defend" and "hold-harmless" the Declarant (including directors, officers, employees or agents of the Declarant), in a court of law or of equity, and furthermore, to pre-litigation, legal fees and expenses incurred (whatever such amount may be), by the Declarant, in defending any civil, criminal, administrative, or investigative action, suit or proceeding and protecting the Declarant's rights, title, and interests.

EXHIBIT "B"

TO PREVENT THIS EXTRAJUDICIAL SETTLEMENT FROM ADVERSELY OR NEGATIVELY AFFECTING YOUR INTERESTS, MAIL OR DELIVER A SIGNED AND DATED OBJECTION TO THIS NOTICE (IN THE FORM OF A FILED QUIET TITLE ACTION) AND ANY OTHER WRITTEN NOTICE, TO DECLARANT, AT 9615 FARRALONE AVENUE, CHATSWORTH, CALIFORNIA 91311, NOT LATER THAN MIDNIGHT OF THE THIRTIETH (30TH) BUSINESS DAY FOLLOWING THE GENERAL DECREE DATE (CAL. CIV. CODE § 3527.)

Date:

12-4-15

By:

Michael Gutierrez
Michael Gutierrez, Declarant

