

1 MINA LOPEZ  
2 2533,2535 &2537 S. CLOVERDALE AVENUE  
3 LOS ANGELES, CALIFORNIA 90016

4 Telephone:  
5 Email:

**FILED**  
Superior Court of California  
County of Los Angeles

**OCT 02 2024**

David W. Slayton, Executive Officer/Clerk of Court  
By: C. Grijalva, Deputy

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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF MONTEREY**

**24 STCV25530**

11 MINA LOPEZ

12  
13 Plaintiff,

14 vs.

15 SELECT PORTFOLIO SERVICING,  
16 INC., FEDERAL HOME LOAN  
17 MORTGAGE CORPORATION, THE  
18 BANK OF NEW YORK MELLON,  
19 IDEA LAW GROUP,PC, CASSANDRA  
20 MENDOZA, all persons claiming  
21 legal, equitable, lien, and estate in the  
22 property located at 2533,2535 &2537 S.  
23 Cloverdale Avenue, Los Angeles,  
24 California 90016 APN.5043-003-021,  
25 Does 1 to 25, inclusive,  
26 Defendants,

) Case No.

) **VERIFIED COMPLAINT FOR:**

) **1.CANCELLATION OF TRUSTEE**  
) **SALE DATED 8/22/2024**  
) **RECORDED AS INSTRUMENT**  
) **NUMBER 20240567225;**

) **2. CANCELLATION OF**  
) **TRUSTEE'S DEED UPON SALE**  
) **DATED 8/23/2024 RECORDED AS**  
) **INSTRUMENT NUMBER**  
) **20240567225 ;**

) **3. QUIET TITLE**

) **UNLIMITED JURISDICTION**

) **AMOUNT DEMANDED EXCEEDS**  
) **\$35,000.00**

) **DEMAND FOR JURY TRIAL**

27 **PARTIES AND GENERAL ALLEGATIONS OF THE COMPLAINT**  
28

VERIFIED COMPLAINT FOR DAMAGES

10/02/2024

1. Plaintiff, MINA LOPEZ hereinafter referred to as ("Plaintiff " or LOPEZ) is at all times relevant, was a citizen of the State of California and resident of Monterey County, State of California.
2. Defendant, SELECT PORTFOLIO SERVICING INC., is and at all times herein a corporation and the servicer of Plaintiff's loan.
3. Defendant, IDEA LAW GROUP, P.C, is, and at all times herein was the Substituted Trustee and foreclosing defendant for the Lender FEDERAL HOME LOAN MORTGAGE CORPORATION which facilitated the foreclosure sale on August 22, 2024.
4. Defendant, FEDERAL HOME LOAN MORTGAGE CORPORATION is and at all times herein was one of the foreclosing Lenders to the Deed of Trust to the subject property.
5. Defendant, THE BANK OF NEW YORK MELLON, is and at all times herein the Trustee on behalf of registered holders of Alternative Loan Trust 2005-66 Mortgage Pass Through Certificates, Series 2005-66 and one of the foreclosing Lender and held the 1<sup>st</sup> Deed of Trust to the subject property
6. Until the events complained of herein, Plaintiff was the fee owner of the subject property located at 2533,2535 & 2537 S South Cloverdale Avenue, Los Angeles California 90016, legally described as s " **Lot 387 OF Tract No 1566 in the City of Los Angeles, State of California as per map recorded in Book 210, Pages 106 and 107 of Maps in the office of the County Recorder, County of Los Angeles, State of California, APN. 5043-003-021**

1. Plaintiff, MINA LOPEZ hereinafter referred to as ("Plaintiff " or LOPEZ) is at all times relevant, was a citizen of the State of California and resident of Monterey County, State of California.
2. Defendant, SELECT PORTFOLIO SERVICING INC., is and at all times herein a corporation and the servicer of Plaintiff's loan.
3. Defendant, IDEA LAW GROUP, P.C, is, and at all times herein was the Substituted Trustee and foreclosing defendant for the Lender FEDERAL HOME LOAN MORTGAGE CORPORATION which facilitated the foreclosure sale on August 22, 2024.
4. Defendant, FEDERAL HOME LOAN MORTGAGE CORPORATION is and at all times herein was one of the foreclosing Lenders to the Deed of Trust to the subject property.
5. Defendant, THE BANK OF NEW YORK MELLON, is and at all times herein the Trustee on behalf of registered holders of Alternative Loan Trust 2005-66 Mortgage Pass Through Certificates, Series 2005-66 and one of the foreclosing Lender and held the 1<sup>st</sup> Deed of Trust to the subject property
6. Until the events complained of herein, Plaintiff was the fee owner of the subject property located at 2533,2535 &2537 S South Cloverdale Avenue, Los Angeles California 90016, legally described as s " Lot 387 OF Tract No 1566 in the City of Los Angeles, State of California as per map recorded in Book 210, Pages 106 and 107 of Maps in the office of the County Recorder, County of Los Angeles, State of California, APN. 5043-003-021

- 1 7. Plaintiff lawfully acquired the subject property and at all times herein was the  
2 fee owner of the said property
- 3 8. Upon learning that any one is an alter ego of the named defendants, Plaintiff  
4 will seek leave to amend the complaint to allege such names, as soon as their  
5 identities are ascertained, or will move to amend the judgment to add such  
6 names as additional judgment debtors.
- 7
- 8 9. Defendant Does 1 through 25 inclusive are sued under the fictitious names  
9 pursuant to Code of Civil Procedure section 474.
- 10
- 11 10. Plaintiff is informed and believes and on that basis alleges that each of the  
12 fictitiously named defendants is responsible in some manner for the wrongs  
13 and damages as alleged below, and in so acting was functioning as the agent,  
14 servant, partner, and employee of the co-defendant, and in doing the actions  
15 mentioned below was acting within the course and scope of his or her  
16 authority as such agent, servant, partner, and employee with the permission  
17 and consent of the co-defendant; Plaintiff will amend this complaint to allege  
18 their true names and identities when ascertained.
- 19
- 20
- 21 11. Plaintiff is informed and believes and on that basis alleges that at all material  
22 times herein alleged, defendants, and each of them were the agents and  
23 servants, of the other defendants and each of them was the agent, joint venturer,  
24 and employee of each of the remaining defendants and in doing the things  
25 hereinafter alleged each was acting within the course and scope of said agency,  
26  
27  
28

1 employment, and joint venture with the advance knowledge, acquiescence or  
2 subsequent ratification of each and every remaining defendant.

3  
4 12. Plaintiff lawfully acquired the subject property pursuant to a Grant Deed.

5 The loan was secured by a 1<sup>st</sup> Deed of Trust encumbering the subject property  
6 that was recorded with the Los Angeles County Recorder's office, State of  
7 California

8  
9 13. In the context of the acquisition of the property from the defendant, Plaintiff  
10 discovered that the defendants had all engaged in fraudulent and deceptive  
11 lending practices. The deceptive practices included but were not limited to the  
12 following:

13  
14 a) Fraudulent and inflated appraised value of the property;

15 b) Failure to disclose structural defects which were not so conspicuous at the  
16 time of closing

17  
18 14. In essence, the defendants not only indulged in such deceptive practices,  
19 Plaintiff was forced to incur substantial costs to rehabilitate the property to  
20 enable Plaintiff refinance at a reasonable rate.

21  
22 15. With an inflated appraised value of the property, costs associated with  
23 rehabilitating the property, the loan was destined to default and did default.

24 16. In a good faith effort to retain her property, Plaintiff contacted the foreclosing  
25 defendants for a loan modification or other payment arrangements to avoid a  
26 foreclosure sale.

- 1 17. As a matter of fact while Plaintiff was in negotiations with the foreclosing  
2 defendants, said defendants continued to foreclose while stringing Plaintiff  
3 along and giving Plaintiff a false sense of hope for any arrangement that would  
4 avoid a foreclosure sale.  
5
- 6 18. On April 24, 2024 the Bank of New York Mellon, on behalf of registered  
7 holders of Alternative Loan Trust 2005, Mortgage Pass Certificates, by recorded  
8 a Substitution of Trustee, designating SPS as Attorney in Fact and Servicer of  
9 the Loan. The substitution was recorded as Instrument Number 20230804344  
10 on 11/21/2023.  
11
- 12 19. On 7/16/2024, Defendants recorded a Notice of Trustee Sale recorded as  
13 Instrument Number 20240465195 with a sale dated for August 22, 2024 at  
14 9:00am.  
15
- 16 20. On 8/22/2024, defendants collectively and acting by their duly substituted  
17 Trustee, IDEA LAW GROUP foreclosed on the subject property without  
18 compliance with statutory rules for valid foreclosure sale in California, with the  
19 BANK OF NEW YORK MELLON ,as Beneficiary.  
20
- 21 21. Defendants collectively and SELECT PORTFOLIO SERVICING, all failed to comply  
22 with statutory rules for a valid foreclosure sale when they foreclosed on 8/22/2024  
23
- 24 22. Additionally, the foreclosing defendants violated California Civil Code  
25 §2923.5(a), which requires a "mortgagee, beneficiary or authorized agent" to  
26 "contact the borrower or person by telephone in order to assess the borrower's  
27 financial situation and explore options for the borrower to avoid foreclosure.  
28

1 "Section 2923.5(b) requires a default notice to include a declaration "from the  
2 mortgagee, beneficiary, or authorized agent" of compliance with section 2923.5,  
3 including attempt "with due diligence to contact the borrower as required by  
4 this section."  
5

6 23. None of the Foreclosing Defendants ever contacted Plaintiff to discuss her  
7 financial situation despite Plaintiff's repeated telephone calls, or if contact was  
8 made it was simply a façade. Moreover, none of the Foreclosing Defendants  
9 even explored options with Plaintiff to avoid foreclosure. Additionally, none of  
10 the Foreclosing Defendants informed Plaintiff of the right to have a meeting  
11 within 14 days of said contact. Accordingly, the defendants did not or have not  
12 fulfilled their legal obligation to Plaintiff.  
13

14 24. Thus, the defendants all have engaged in a fraudulent foreclosure of the subject Property  
15 in that they did not have the legal authority to foreclose on the subject Property and,  
16 alternatively, if they had the legal authority, they failed to comply with Civil Code  
17 Section 2923.5 and 2923.6.,et seq, and Section 362 of the Bankruptcy Code.  
18

19 25. As a direct and proximate result of the above alleged wrongs, Plaintiff lost the subject  
20 property has suffered general and special damages in an amount not less than  
21 \$1,000,000.00, or to be determined at trial.  
22

23 26. The actions of and or omissions of these defendants were in reckless disregard of  
24 Plaintiff's proprietary interest in the subject property and were carried out with the  
25 intent to injure or deprive Plaintiff of her property such as to justify the award of  
26 punitive damages.  
27

28 27. Plaintiff seeks the sum of \$3,000,000.00 in punitive damages

1 **FIRST CAUSE OF ACTION**

2 **FOR CANCELLATION OF TRUSTEE SALE DATED 8/22/2024**

3 **[AGAINST THE FORECLOSING DEFENDANTS and Does 1 to 20]**

- 4
- 5 28. Plaintiff re-alleges and incorporates by reference as though set forth fully at this point,
- 6 each and every allegation contained in paragraph 1 through 24
- 7 29. The subject property referenced herein was foreclosed upon at a public auction on
- 8 8/24/2024
- 9 30. The foreclosure sale was illegal in that defendants failed to comply with the automatic
- 10 stay provisions of Section 362 of the Bankruptcy Code, Statutory foreclosure notices
- 11 requirements section 2923.5, 2923.6 of the California Civil Code.
- 12
- 13 31. Although the trustee's deed upon sale appears valid on its face, it is invalid, and of no
- 14 force and effect, for the reasons set forth above including, inter alia, that the non-
- 15 judicial foreclosure sale was at all times void because it was conducted in violation of
- 16 the Bankruptcy Court order, and noncompliance with sections 2923.5, 2923.6 of the
- 17 California Civil Code.
- 18
- 19 32. Plaintiffs is therefore entitled to a judicial decree cancelling the Notice of Trustee Sale,
- 20 and an order that the Notice of Trustee sale is void ab-initio and cancelling such
- 21 Trustee's Deed upon sale.
- 22

23 **SECOND CAUSE OF ACTION**

24 **CANCELLATION OF TRUSTEES DEED UPON SALE DATED 8/22/2024**

25 **(AGAINST THE FORECLOSING DEFENDANTS)**



- 1 33. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through  
2 24, inclusive, as though fully set forth herein.
- 3 34. Although the trustee's deed upon sale appears valid on its face, it is invalid, and of no  
4 force and effect, for the reasons set forth above including, inter alia, the non-judicial  
5 foreclosure sale was at all times void because it was conducted in violation of the  
6 Bankruptcy Court order, and noncompliance with sections 2923.5, 2923.6 of the  
7 California Civil Code.
- 8 35. Defendants violated California Civil Code §2923.5(a), which requires a "mortgagee,  
9 beneficiary or authorized agent" to "contact the borrower or person by telephone in  
10 order to assess the borrower's financial situation and explore options for the borrower to  
11 avoid foreclosure. "Section 2923.5(b) requires a default notice to include a declaration  
12 "from the mortgagee, beneficiary, or authorized agent" of compliance with section  
13 2923.5, including attempt "with due diligence to contact the borrower as required by  
14 this section."
- 15 36. None of the Foreclosing defendants contacted Plaintiffs to intelligently discuss his  
16 financial situation in a meaningful way. Moreover, none of the Foreclosing defendants  
17 explored options with Plaintiffs to avoid foreclosure. Additionally, none of the  
18 Foreclosing Defendants informed Plaintiff of the right to have a meeting within 14 days  
19 of said contact. Accordingly, the Foreclosing defendants did not fulfill their legal  
20 obligation to Plaintiff, MINA LOPEZ.
- 21 37. Plaintiffs is therefore entitled to a judicial decree cancelling the Notice of Trustee Sale  
22 recorded as Instrument Number \_\_\_\_\_ and an order that the  
23 Notice of Trustee sale is void ab-initio and cancelling such Trustee's Deed upon sale.  
24  
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1 38. As a direct and proximate result of the actions of the foreclosing defendants, Plaintiff  
2 has suffered general and special damages in an amount not less than \$1,000,000.00 or to  
3 be determined at trial.

4  
5 39. The actions and or omissions of these defendants were in reckless disregard of  
6 Plaintiff's proprietary interest in the subject property and were carried out with the  
7 intent to deprive Plaintiff of his property such as to justify the award of punitive  
8 damages.

9 40. Plaintiff seeks the sum of \$3,000,000.00 in punitive damages.  
10

11  
12 **THIRD CAUSE OF ACTION**  
13 **QUIET TITLE**  
14 **(AGAINST THE FORECLOSING DEFENDANTS)**

15 41. Plaintiffs incorporate herein by reference the allegations made in paragraphs 1 through  
16 24, inclusive, as though fully set forth herein.

17 42. Plaintiff is the equitable owner of the subject Property located at 2533,2535 &2537 S  
18 South Cloverdale Avenue, Los Angeles California 90016, legally described as s  
19 " **Lot 387 OF Tract No 1566 in the City of Los Angeles, State of California as**  
20 **per map recorded in Book 210, Pages 106 and 107 of Maps in the office of the**  
21 **County Recorder, County of Los Angeles, State of California, APN. 5043-003-**  
22 **021**

23  
24 43. Plaintiff seeks to quiet title against the claims of Defendants SELECT PORTFOLIO  
25 SERVICING, Inc., FEDERAL HOME LOAN MORTGAGE CORPORATION,  
26 GREEN RIVER CAPITAL, IDEA LAW GROUP,PC, CASSANDRA MENDOZA,  
27 all persons claiming legal, equitable, lien, and estate in the property located at  
28

1 2533,2535 &2537 S. Cloverdale Avenue, Los Angeles, California 90016,  
2 its successors and assigns, all persons claiming legal, equitable, lien, and estate  
3 in the property located at ; and DOES 1 through 25 (collectively referred to herein  
4 as the "Title Defendants").  
5

6 44. The Title Defendants hold themselves out as entitled to fee simple ownership of the  
7 subject Property by and through their purchase of the property at the trustee's sale held  
8 on or about 8/22/2024  
9

10 45. In fact, the Title Defendants had no right to title or interest in the subject Property and  
11 no right to entertain any rights of ownership including the right to foreclose and offering  
12 the subject Property for sale at a trustee's sale. Nevertheless, the Title Defendants  
13 proceeded with a non-judicial foreclosure sale, as alleged, illegally and with unclean  
14 hands.  
15

16 46. Prior to the purported foreclosure sale, Plaintiff stood willing and able to tender any  
17 alleged delinquent amount; and is willing to tender the amount received subject to  
18 equitable adjustment for the damages caused to the Plaintiff by the Title Defendants'  
19 activities.  
20

21 47. The trustee and beneficiary failed to follow the statutory rules for a valid foreclosure  
22 under the California Civil Code and it is, therefore, void.  
23

24 48. Additionally, the trustee's sale is void because the requirements of Civil Code Section  
25 2923.5 were not complied with by any of the Foreclosing Defendants; and because the  
26 sale was in violation of the automatic stay provisions of section 362 of the Bankruptcy  
27 Code.  
28

1 49. Plaintiff seeks to quiet title as of 8/22/2024. Plaintiff seeks a judicial declaration that  
2 title to the subject Property is vested in Plaintiff alone and that the Title Defendants and  
3 each of them be declared to have no interest estate, right, title or interest in the subject  
4 property and that the Title Defendants, their agents and assigns, be forever enjoined  
5 from asserting any estate, right title or interest in the Subject Property subject to  
6 Plaintiffs' rights.  
7

8 50. The actions and or omissions of these defendants were in reckless disregard of  
9 Plaintiff's proprietary interest in the subject property and were carried out with the  
10 intent to deprive Plaintiff of his property such as to justify the award of punitive  
11 damages.  
12

13 51. Plaintiff seeks the sum of \$3,000,000.00 in punitive damages.  
14

15 **DEMAND FOR TRIAL BY JURY**  
16

17 Plaintiff demands a trial by Jury of all issues and causes of action.

18 **WHEREFORE**, Plaintiff, MINA LOPEZ prays for judgment against Defendants as follows:

19 As to all Causes of Action

- 20 1. Reasonable attorneys fees incurred by Plaintiff, MINA LOPEZ defending and prosecuting  
21 this action in an amount to be proved at the time of trial;  
22 2. For an order vesting title in the name of Plaintiff alone, and restoring Plaintiff to lawful  
23 possession  
24 3. Alternatively for general damages according to proof,  
25 4. Any damages and remedies available under Ca. Civil Code Sections 3343, 1709, 3333,  
26 1572;  
27 5. All consequential damages resulting from defendants failure to perform under the parties  
28 loan agreement as promised;

1 6. For declaratory relief;

2 7. For costs of suit, attorneys fees, if and as provided by law; and

3 8. For such other and further relief the Court may deem just and proper. Date: June

4  
5 Date: October 1, 2024

6 Respectfully Submitted,

7  
8  
9 BY: Mina Lopez  
10 MINA LOPEZ, Plaintiff

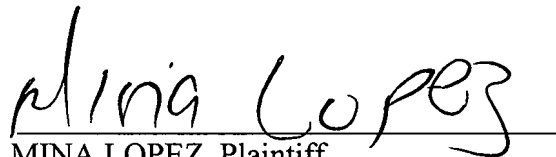
10/02/2024

1  
2  
3 **VERIFICATION**  
4

5 I, MINA LOPEZ, do swear and declare:

6 I am the Plaintiff in the above entitled action. I have read the complaint and know the  
7 contents thereof. The matters stated therein are true to the best of our knowledge except as to  
8 those matters stated on information and belief and as to those matters; I believe them to be true. I  
9 declare under penalty of perjury under the laws of the State of California that the above is true  
10 and correct. Executed in Monterey County, State of California  
11

12  
13 Dated: October 1, 2024

14   
15 MINA LOPEZ, Plaintiff  
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NOTICE OF TRUSTEE SALE  
EXHIBIT "A"

18/02/2024

This page is part of your document - DO NOT DISCARD



**20240465195**



Pages:  
0003

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

07/16/24 AT 08:00AM

|         |        |
|---------|--------|
| FEES :  | 32.00  |
| TAXES : | 0.00   |
| OTHER : | 0.00   |
| SB2 :   | 75.00  |
| PAID :  | 107.00 |



LEADSHEET



202407160110006

00024617151



014785256

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

180296627 MT

L442318

18/07/24



RECORDING REQUESTED BY  
**IDEA Law Group, PC**  
AND WHEN RECORDED MAIL TO:  
**IDEA Law Group, PC**  
4530 S. Eastern Avenue, Suite 10  
Las Vegas, NV 89119

File No. 48073180

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF TRUSTEE'S SALE

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

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

**NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO**  
**TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP**  
**LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY**

**PLEASE NOTE THAT PURSUANT TO CIVIL CODE § 2923.3(d)(1) THE ABOVE STATEMENT IS REQUIRED TO APPEAR ON THIS DOCUMENT BUT PURSUANT TO CIVIL CODE § 2923.3(a) THE SUMMARY OF INFORMATION IS NOT REQUIRED TO BE RECORDED OR PUBLISHED AND THE SUMMARY OF INFORMATION NEED ONLY BE MAILED TO THE MORTGAGOR OR TRUSTOR**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED October 21, 2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Trustor: **Mina Lopez, a Single Woman, and Angel M Morales, A Single Man as Joint Tenants**

Duly Appointed Trustee: **IDEA LAW GROUP, PC**

Recorded **October 28, 2005** as Instrument No. **05 2604363** of Official Records in the office of the Recorder of **Los Angeles County, California.**

Street Address or other common designation of real property: **2533, 2535, & 2537 S. Cloverdale Avenue**  
**Los Angeles, CA 900162623**

A.P.N.: **5043-003-021**

Date of Sale: **August 22, 2024 at 09:00 AM**

Place of Sale: **DOUBLETREE HOTEL LOS ANGELES-NORWALK, 13111 SYCAMORE DRIVE, NORWALK, CA 90650**

Amount of unpaid balance and other charges: **\$1,094,884.71, Estimated.**

File No. 48073180

10/02/2024

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

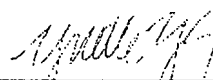
**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle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

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (800) 280-2832 or visit this Internet Website <https://www.auction.com>, using the file number assigned to this case 48073180. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Website. The best way to verify postponement information is to attend the scheduled sale.

**NOTICE TO TENANT:** You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you may call (800) 280-2832 or visit this Internet Website <https://www.auction.com>, using the file number assigned to this case 48073180 to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase. **The Notice to Tenant pertains to sales occurring after January 1, 2021.**

Date: July 10, 2024

**IDEA Law Group, PC**  
4530 S. Eastern Avenue, Suite 10  
Las Vegas, NV 89119  
Foreclosure Department: (877) 353-2146  
Sale Information Only: (800) 280-2832  
Sale Website: <https://www.auction.com>

  
\_\_\_\_\_  
Yvette Ylagan, Foreclosure Officer

PLEASE BE ADVISED THAT IDEA LAW GROUP, PC MAY BE ACTING AS A DEBT COLLECTOR, ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

File No. 48073180

10/02/2024

This page is part of your document - DO NOT DISCARD



**20240567225**



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

08/23/24 AT 08:30AM

|        |        |
|--------|--------|
| FEES:  | 57.00  |
| TAXES: | 0.00   |
| OTHER: | 0.00   |
| SB2:   | 150.00 |
| PAID:  | 207.00 |



LEADSHEET



202408233280001

00024731367



014856470

SEQ:  
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

L521946

10/07/2024

RECORDING REQUESTED BY:

Cassandra Mendoza

WHEN RECORDED MAIL TO:

Cassandra Mendoza

2533 S Cloverdale Ave,  
Los Angeles, CA 90016

ORDER NO.

ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

APN: 5043-003-021

This Deed of Trust, made this September 17th, 2015, between Mina Lopez nad Angel M. Morales

herein called **TRUSTOR**, whose address is 2533 S Cloverdale Ave, Los Angeles, CA 90016

Cassandra Mendoza

Cassandra Mendoza

, a California Corporation, herein called **TRUSTEE**, and

herein called **BENEFICIARY**,

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

**For complete legal description, additional terms and conditions, see exhibit "A" attached hereto.**

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.

**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 \$ 22,000 executed by Trustor in favor of Beneficiary by 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 under date, 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      | 435  | 684  | Kings       | 792   | 833  | Placer          | 895                              | 301  | Sierra     | 29   | 335  |
| Alpine       | 1    | 250  | Lake        | 362   | 39   | Plumas          | 151                              | 5    | Siskiyou   | 468  | 181  |
| Amador       | 104  | 348  | Lassen      | 171   | 471  | Riverside       | 3005                             | 523  | Solano     | 1105 | 182  |
| Butte        | 1145 | 1    | Los Angeles | 72055 | 899  | Sacramento      | 4331                             | 62   | Sonoma     | 1851 | 689  |
| Calaveras    | 145  | 152  | Madera      | 810   | 170  | San Benito      | 271                              | 383  | Stanislaus | 1715 | 456  |
| Colusa       | 296  | 617  | Marin       | 1508  | 339  | San Bernardino  | 5567                             | 61   | Sutter     | 572  | 297  |
| Contra Costa | 3978 | 47   | Mariposa    | 77    | 292  | San Francisco   | A332                             | 905  | Tehama     | 401  | 289  |
| Del Norte    | 78   | 414  | Mendocino   | 579   | 530  | San Joaquin     | 2470                             | 311  | Trinity    | 93   | 366  |
| El Dorado    | 568  | 456  | Merced      | 1547  | 538  | San Luis Obispo | 1151                             | 12   | Tulare     | 2294 | 275  |
| Fresno       | 4626 | 572  | Modoc       | 184   | 851  | San Mateo       | 4078                             | 420  | Tuolumne   | 135  | 47   |
| Glen         | 422  | 184  | Mono        | 52    | 429  | Santa Barbara   | 1878                             | 860  | Ventura    | 2062 | 386  |
| Humboldt     | 657  | 527  | Monterey    | 2194  | 538  | Santa Clara     | 5336                             | 341  | Yolo       | 653  | 245  |
| Imperial     | 1091 | 501  | Napa        | 639   | 86   | Santa Cruz      | 1431                             | 494  | Yuba       | 334  | 486  |
| Inyo         | 147  | 598  | Nevada      | 305   | 320  | Shasta          | 684                              | 528  |            |      |      |
| Kern         | 3427 | 60   | Orange      | 5889  | 611  | San Diego       | Series 2, Book 1961, Page 183887 |      |            |      |      |

FOR SIGNATURE(S) SEE SHORT FORM DEED OF TRUST SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF.

Page 1 of 3

# SHORT FORM DEED OF TRUST SIGNATURE(S) PAGE

ORDER NO.  
ESCROW NO.

(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 of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

X Mina Lopez  
Signature of Trustor

Mina Lopez  
Print Name of Trustor

X Angel M. Morales  
Signature of Trustor

Angel M. Morales  
Print Name of Trustor

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.

DATE:

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 09/17/2015 before me, Liz M. Aguilar, a Notary Public, personally appeared Mina Lopez and Angel M. Morales

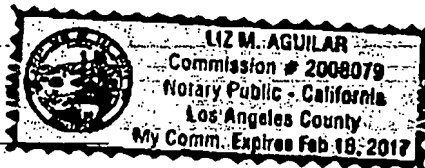
who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

Liz M. Aguilar



(Seal)

SHORT FORM DEED OF TRUST CONTINUED ON NEXT PAGE

Page 2 of 3

**EXHIBIT "A"**

**LEGAL DESCRIPTION;**

**THE REAL PROPERTY SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS; LOT 387 OF TRACT NO. 1566, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 106 AND 107 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

**ALSO KNOWN AS: 2533, 2535, & 2537 S. CLOVERDALE AVENUE, LOS ANGELES, CA. 90016.**

**APN: 5043-003-021**

10/02/2024

*Page 3 of 3*

This page is part of your document - DO NOT DISCARD



20240639799



Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

09/19/24 AT 11:34AM

Pages:  
0003

|        |        |
|--------|--------|
| FEES:  | 25.00  |
| TAXES: | 0.00   |
| OTHER: | 0.00   |
| SB2:   | 75.00  |
| PAID:  | 100.00 |



LEADSHEET



202409190110115

00024807256



014900775

SEQ:  
01

SECURE - Daily



THIS FORM IS NOT TO BE DUPLICATED

48073180\_CA\_1006\_Lc

L442318

10/07/2024

RECORDING REQUESTED BY:  
IDEA Law Group, PC

MAIL TAX STATEMENTS TO and  
WHEN RECORDED MAIL TO:  
IDEA Law Group, PC  
4530 S. Eastern Avenue, Suite 10  
Las Vegas, NV 89119

SPACE ABOVE LINE FOR RECORDER'S USE

## TRUSTEE'S DEED UPON SALE

APN 5043-003-021

Trustee's Sale No. 48073180

The undersigned grantor declares:

1. The grantee herein was the foreclosing beneficiary.
2. The amount of the unpaid debt together with costs was **\$1,099,280.74**
3. The amount paid by the grantee at the Trustee's sale was **\$1,099,280.74**
4. The documentary transfer tax is **\$0.00**
5. The city transfer tax is **\$0.00**
6. Said Property is in the City of: **Los Angeles**
7. **Affidavit/Declaration was not required as the property reverted or sold to a third party and no notices of intent were received.**

IDEA LAW GROUP, PC as duly appointed trustee under the Deed of Trust hereinafter described, (herein called Trustee) hereby grants and conveys, but without warranty, express or implied, to **The Bank of New York Mellon, f/k/a, the Bank of New York as Trustee**, on behalf of the registered holders of **Alternative Loan Trust 2005-66, Mortgage Pass-Through Certificates, Series 2005-66** (herein called grantee), all right, title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the County of **Los Angeles, State of California**, described as follows:

**LOT 387 OF TRACT NO. 1566, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 106 AND 107 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust executed by **Mina Lopez, a Single Woman, and Angel M Morales, A Single Man as Joint Tenants as Trustor**, dated **October 21, 2005** and recorded on **October 28, 2005**, as **Instrument No. 05 2604363**, of official records, in the office of the Recorder of **Los Angeles County, California**, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in a Notice of Default and Election to Sell which was filed for record in the office of the Recorder of said County, and such default still existed at the time of sale. All requirements of law regarding the mailing of copies of notices and the posting and publication of copies of the Notice of Sale have been complied with. Said property was sold by said trustee at public auction on **August 22, 2024** at the place named in the Notice of Sale in the County of **Los Angeles, California**, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefor to said trustee the amount bid, in lawful money of the United States, or by the satisfaction pro tanto, of the obligations then secured by said Deed of Trust.

CALIFORNIA DEBT COLLECTION LICENSE NO. 11455-99

10/02/2024



APN 5043-003-021

Trustee's Sale No. 48073180

Page 2

IN WITNESS WHEREOF IDEA LAW GROUP, PC, has this day, Sept 18, 2024 caused its name to be thereunto affixed.

IDEA LAW GROUP, PC, AS TRUSTEE

By:

Yvette Ylagan  
YVETTE YLAGAN, AUTHORIZED SIGNER

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 )

On September 18, 2024 before me, SuAnne Ramirez, Notary Public, Personally appeared, YVETTE YLAGAN 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.

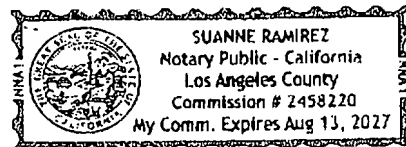
WITNESS my hand and official seal.

Signature

SuAnne Ramirez

(Seal)

Notary Public



CALIFORNIA DEBT COLLECTION LICENSE NO. 11455-99

10/02/2024