



## Property Information

**Primary Owner :** MAGAGNA, AARON JACOB  
**Secondary Owner :** N/A  
**Site Address :** 6230 FEDERAL BLVD  
SAN DIEGO, CA 92114-1403  
**Mailing Address :** 6425 CAMINTO LISTO  
SAN DIEGO, CA 92111  
**Assessor Parcel Number :** 543-020-04-00  
**Census Tract :** 0030.03  
**Housing Tract Number :** 2  
**Lot Number :** 24  
**Page Grid :** -  
**Legal Description :** Lot: 24 ; Block: 25 ; Tract No: 2 ; Abbreviated Description: LOT:24  
BLK:25 CITY:SAN DIEGO SUBD:ENCANTO HEIGHTS TR#:2 TR  
1100 BLK 25\*LOT 24 PER MAP 2121 IN\*NELY 50 FT IN\* MAP REF:001100;  
City/Muni/Twp: SAN DIEGO

## Property Characteristics

<b>Bedrooms :</b> 0	<b>Year Built :</b> N/A	<b>Square Feet :</b> 0
<b>Bathrooms :</b> 0.0	<b>Garage :</b> N/A	<b>Lot size :</b> 6498 SF
<b>Partial Bath :</b> 0	<b>Fireplace :</b> N/A	<b>Number of Units :</b> 0
<b>Total Rooms :</b> 0	<b>Pool/Spa :</b> N	<b>Use Code :</b> Commercial-Vacant Land
<b>Zoning :</b> COMMERCIA		

## Sale Information

<b>Transfer Date :</b> 01/27/2020	<b>Document # :</b> 2020-0042458
<b>Transfer Value :</b> N/A	<b>Cost/Sq Feet :</b> N/A

## Assessment/Tax Information

<b>Assessed Value :</b> \$17,927	<b>Tax Amount :</b> \$243.10
<b>Land Value :</b> \$17,927	<b>Tax Status :</b> Current
<b>Improvement Value :</b> \$0	<b>Tax Rate Area :</b> 8-001
<b>Percent Improvement :</b> 0 %	<b>Homeowner Exemption :</b> N

Data Deemed Reliable, But Not Guaranteed.

Copyright © 2004-2020 Lender Processing Services, Inc. All Rights Reserved. All other trademarks and copyrights are the property of their respective holders.  
09/18/2020 15:32:45 PM

Customer Service Rep: CATHERINE





RECORDING REQUESTED BY:  
ORANGE COAST TITLE CO.

**WHEN RECORDED MAIL DOCUMENT AND TAX  
STATEMENT TO:**

Aaron Magagna  
6425 Caminito Liso  
San Diego CA 92111

APN: 543-020-04-00 TRA: 08001  
TITLE ORDER NO.: 140-2041997-32  
ESCROW NO.: 2041997-IG

DOC# 2020-0035282



Jan 23, 2020 08:51 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$940.80 (SB2 Atkins: \$0.00)  
PCOR: YES  
PAGES: 3

THIS SPACE FOR RECORDER'S USE ONLY

**GRANT DEED**

**Please fill in document title(s) on this line)**

- 1 ☒ Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- 1 ☐ Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on \_\_\_\_\_ (date) as document number \_\_\_\_\_ of Official Records, or,
- 2 ☐ Exempt from fee per GC27388.1 due to the maximum fees being paid on documents in this transaction, or,
- 3 ☐ Exempt from fee per GC27388.1 due to the maximum fees having been paid on documents in the transaction(s) recorded previously on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_ of Official Records, or
- 4 ☐ Exempt from fee per GC27388.1; document transfers real property that is a residential dwelling to an owner-occupier, or,
- 5 ☐ Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- 6 ☐ Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_, or,
- 7 ☐ Exempt from the fee per GC 27388.1 (a) (1); Not related to real property, or,
- 8 ☐ Exempt from fee under GC27388.1 for the following reasons:  
\_\_\_\_\_

**THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION**  
(Additional recording fee applies)

RECORDING REQUESTED BY:  
Orange Coast Title Company

WHEN RECORDED MAIL DOCUMENT AND TAX  
STATEMENT TO:

Aaron Magagna  
6425 Caminito Liso  
San Diego, CA 92111

APN: 543-020-04-00 TRA 08001  
TITLE ORDER NO.: 140-2041997-32  
ESCROW NO.: 2041997-IG

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

The undersigned Grantor(s) declare(s) that the **DOCUMENTARY TRANSFER TAX IS: \$ 910.80 County**  
XX computed on the full value of the interest of property conveyed, or  
\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
\_\_\_ OR transfer is EXEMPT from tax for the following reason:

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** John David Ek, as Successor Trustee  
of the Ek Family Trust, dated Jan. 5, 1994

HEREBY GRANT(S) to Aaron / Jacob Magagna, a Married Man as his sole and separate property

All that real property situated in the City of San Diego, County of San Diego, State of California, described as:  
The Northeasterly 50 fee of that portion of Block 25 of Tract No. 2 of Encanto Heights, in the City of San Diego, County of  
San Diego, State of California, according to Map thereof No. 1100 filed in the Office of the County Recorder of San Diego  
County December 5, 1907, as shown on Map No. 2121, of Jofaina Vista, Filed in the Office of the County Recorder of San  
Diego County July 20, 1928, now abandoned and described therein as Lot 24, said Northeasterly 50 feet being measured  
along the Southeasterly line of said Lot 24.

**Commonly Known As:** Commercial Lot, APN 543-020-04-00 Federal Blvd, San Diego, CA 92114.

October 28, 2019

John David Ek, as Successor Trustee of the Ek Family  
Trust, dated Jan. 5, 1994

By [Signature]  
John David Ek, Successor 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  
COUNTY OF San Diego

On November 13<sup>th</sup>, 2019, before me, T. Kinard, a Notary Public  
personally appeared John David Ek

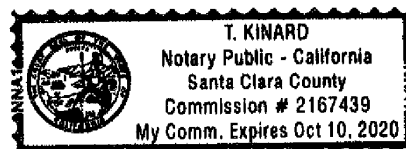
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s),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

(SEAL)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:  
Orange Coast Title Company

WHEN RECORDED MAIL DOCUMENT AND TAX  
STATEMENT TO:

Aaron Magagna  
6425 Caminito Listo  
San Diego, CA 92111

APN: 543-020-04-00 TRA 08001  
TITLE ORDER NO.: 140-2041997-32  
ESCROW NO.: 2041997-IG

CERTIFICATION

Under the provisions of Government Code 27381.7 I  
certify under the penalty of perjury that the following is a  
true copy of illegible wording found in the attached  
document.

Date: 1/22/2020  
Signature: [Signature]  
Print Name: Monique Lehtonen

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

The undersigned Grantor(s) declare(s) that the **DOCUMENTARY TRANSFER TAX IS: \$ 910.80 County**  
XX computed on the full value of the interest of property conveyed, or  
\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
\_\_\_ OR transfer is EXEMPT from tax for the following reason:

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** John David Ek, as Successor Trustee  
of the Ek Family Trust, dated Jan. 5, 1994

**HEREBY GRANT(S) to Aaron/ <sup>Jacob</sup> Magagna, a Married Man as his sole and separate property**

All that real property situated in the City of San Diego, County of San Diego, State of California, described as:  
The Northeasterly 50 fee of that portion of Block 25 of Tract No. 2 of Encanto Heights, in the City of San Diego, County of  
San Diego, State of California, according to Map thereof No. 1100 filed in the Office of the County Recorder of San Diego  
County December 5, 1907, as shown on Map No. 2121, of Jofaina Vista, Filed in the Office of the County Recorder of San  
Diego County July 20, 1928, now abandoned and described therein as Lot 24, said Northeasterly 50 feet being measured  
along the Southeasterly line of said Lot 24.

**Commonly Known As:** Commercial Lot, APN 543-020-04-00 Federal Blvd, San Diego, CA 92114

October 28, 2019

John David Ek, as Successor Trustee of the Ek Family  
Trust, dated Jan. 5, 1994

By: \_\_\_\_\_  
John David Ek, Successor 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 }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public

personally appeared \_\_\_\_\_ John David Ek \_\_\_\_\_

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 \_\_\_\_\_ (SEAL)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:  
ORANGE COAST TITLE CO.

DOC# 2020-0035283



WHEN RECORDED MAIL DOCUMENT TO:

Aaron Jacob Magagna  
6425 Caminito Liso  
San Diego CA 92111

Jan 23, 2020 08:51 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$27.00 (SB2 Atkins: \$0.00)  
PCOR: YES  
PAGES: 2

APN: 543-020-04-00 TRA: 08001  
TITLE ORDER NO.: 140-2041997-32  
ESCROW NO.: 2041997-IG

THIS SPACE FOR RECORDER'S USE ONLY

**INTERSPOUSAL GRANT DEED**

Please fill in document title(s) on this line)

- 1 ☒ Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- 2 ☐ Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on \_\_\_\_\_ (date) as document number \_\_\_\_\_ of Official Records, or,
- 3 ☐ Exempt from fee per GC27388.1 due to the maximum fees being paid on documents in this transaction, or,
- 4 ☐ Exempt from fee per GC27388.1 due to the maximum fees having been paid on documents in the transaction(s) recorded previously on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_ of Official Records, or
- 5 ☐ Exempt from fee per GC27388.1; document transfers real property that is a residential dwelling to an owner-occupier, or,
- 6 ☐ Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- 7 ☐ Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_, or,
- 8 ☐ Exempt from the fee per GC 27388.1 (a) (1); Not related to real property, or,
- 9 ☐ Exempt from fee under GC27388.1 for the following reasons:  
\_\_\_\_\_

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION  
(Additional recording fee applies)

RECORDING REQUESTED BY:  
Orange Coast Title Company

**WHEN RECORDED MAIL DOCUMENT AND TAX  
STATEMENT TO:**

Aaron Jacob Magagna  
6425 Caminito Liso  
San Diego, CA 92111

APN: 543-020-04-00 TRA 08001  
TITLE ORDER NO.: 140-2041997-32  
ESCROW NO.: 2041997-IG

THIS SPACE FOR RECORDER'S USE ONLY

**INTERSPOUSAL GRANT DEED**

(Excluded from reappraisal under California Constitution Article 13A §1 et seq.)

The undersigned Grantor(s) declare(s) that the **DOCUMENTARY TRANSFER TAX IS: \*\*\*0\*\*\***

\*\*\*This conveyance establishes the sole and separate property of a spouse, and the Grantor received nothing in return, R&T 11911.\*\*\*

This is an interspousal transfer and not a change in ownership under §63 of the Revenue and Taxation Code.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Alma Laura Magagna, spouse of Grantee

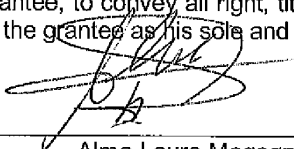
**HEREBY GRANTS to** Aaron Jacob Magagna, a Married Man as His sole and Separate property

All that real property situated in the City of San Diego, County of San Diego, State of California, described as: The Northeasterly 50 fee of that portion of Block 25 of Tract No. 2 of Encanto Heights, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1100 filed in the Office of the County Recorder of San Diego County December 5, 1907, as shown on Map No. 2121, of Jofaina Vista, Filed in the Office of the County Recorder of San Diego County July 20, 1928, now abandoned and described therein as Lot 24, said Northeasterly 50 feet being measured along the Southeasterly line of said Lot 24.

**Commonly Known As:** Commercial Lot, APN 543-020-04-00 Federal Blvd, San Diego, CA 92114

It is the express intent of the Grantor, being the spouse of the Grantee, to convey all right, title and interest of the Grantor, community or otherwise, in and to the herein described property to the grantee as his sole and separate property

January 17, 2020



Alma Laura Magagna

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  
COUNTY OF SAN DIEGO

On 1-22-2020, before me, Quinlin R Holmes, a Notary Public personally appeared Alma Laura Magagna

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 



MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:  
ORANGE COAST TITLE CO.

WHEN RECORDED MAIL DOCUMENT TO:

John David Ek  
1746 Charleston Lane  
Encinitas, CA 92024

APN: 543-020-04-00 TRA: 08001  
TITLE ORDER NO.: 140-2041997-32  
ESCROW NO.: 2041997-IG

DOC# 2020-0035284



Jan 23, 2020 08:51 AM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$40.00 (SB2 Atkins: \$0.00)  
PCOR: N/A  
PAGES: 5

THIS SPACE FOR RECORDER'S USE ONLY

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

Please fill in document title(s) on this line)

- 1 ☒ Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- 1 ☐ Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on \_\_\_\_\_ (date) as document number \_\_\_\_\_ of Official Records, or,
- 2 ☐ Exempt from fee per GC27388.1 due to the maximum fees being paid on documents in this transaction, or,
- 3 ☐ Exempt from fee per GC27388.1 due to the maximum fees having been paid on documents in the transaction(s) recorded previously on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_ of Official Records, or
- 4 ☐ Exempt from fee per GC27388.1; document transfers real property that is a residential dwelling to an owner-occupier, or,
- 5 ☐ Exempt from fee per GC27388.1 due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- 6 ☐ Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_, or,
- 7 ☐ Exempt from the fee per GC 27388.1 (a) (1); Not related to real property, or,
- 8 ☐ Exempt from fee under GC27388.1 for the following reasons:  
\_\_\_\_\_

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION  
(Additional recording fee applies)



**RECORDING REQUESTED BY:**

Orange Coast Title Company

**WHEN RECORDED MAIL DOCUMENT AND TAX  
STATEMENT TO:**

**John David Ek, as Successor Trustee**  
1746 Charleston Lane  
Encinitas, CA 92024

APN: 543-020-04-00 TRA 08001  
TITLE ORDER NO.: 140-2041997-32  
ESCROW NO.: 2041997-IG

THIS SPACE FOR RECORDER'S USE ONLY

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

**This Deed of Trust**, made this January 22, 2020

between

**Trustor:** Aaron Jacob Magagna, a married man, as his sole and separate property

whose address is 6425 Camito Listo, San Diego, CA 92111

**Trustee:** Orange Coast Title Company, and  
**John David Ek, as Successor Trustee of the Ek Family Trust, dated Jan. 5, 1994**, herein called **Beneficiary**,  
**Whose address is:** 1746 Charleston Lane, Encinitas, CA 92024

Witness: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of San Diego, State of California, described as: The Northeasterly 50 fee of that portion of Block 25 of Tract No. 2 of Encanto Heights, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1100 filed in the Office of the County Recorder of San Diego County December 5, 1907, as shown on Map No. 2121, of Jofaina Vista, Filed in the Office of the County Recorder of San Diego County July 20, 1928, now abandoned and described therein as Lot 24, said Northeasterly 50 feet being measured along the Southeasterly line of said Lot 24.

If the trustor shall sell, convey or alienate said property, or any part thereof, of any interest therein, or shall be divested of his title or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained beneficiary shall have the right, at its option to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

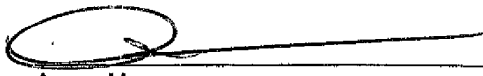
**For the purpose of Securing:**

1. Performance of each agreement of Trustor herein contained in paragraphs 1 through 14 as shown on pages 2 and 3 hereof. 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 THREE HUNDRED TWENTY-EIGHT THOUSAND AND 00/100 Dollars (\$328,000.00) executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

January 22, 2020

**SEE ATTACHMENT  
FOR NOTARIZATION**

1.22.2020

  
Aaron Magagna  
Jacob

## ALL PURPOSE ACKNOWLEDGMENT

A notary public officer 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 San Bernardino

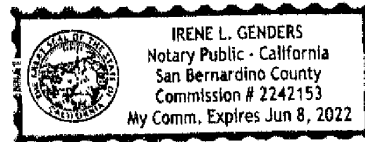
}SS

On 1/22/2020, before me, Irene L. Genders, a notary public personally appeared, Aaron Jacob Magagna 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 is true and correct.

WITNESS my hand and official seal

Signature



(SEAL)

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare fault for failure so to pay.

(8) That any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey only part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing

expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, whether as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time-to-time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time-to-time, by Instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Trustor at Trustor's address herein before set forth, or none shown, to Trustor at the property address.

**NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.**

**REQUEST FOR FULL RECONVEYANCE**

To be used only when Note has been paid.

Dated: \_\_\_\_\_

**To Orange Coast Title Company, Trustee:**

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

THIS FORM MUST BE NOTARIZED

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

**DEED OF TRUST WITH POWER OF SALE  
(LONG FORM)**

**Orange Coast Title Company AS TRUSTEE**

RECORDING REQUESTED BY:  
Orange Coast Title Company

DOC# 2020-0042458



WHEN RECORDED MAIL DOCUMENT AND TAX  
STATEMENT TO:

Aaron Magagna  
6425 Caminito Liso  
San Diego, CA 92111

Jan 27, 2020 12:42 PM  
OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$119.00 (SB2 Atkins: \$75.00)  
PCOR: AFNF  
PAGES: 1

APN: 543-020-04-00 TRA 08001  
TITLE ORDER NO.: 140-2041997-32  
ESCROW NO.: 2041997-IG

THIS SPACE FOR RECORDER'S USE ONLY

**CORRECTION GRANT DEED**

The undersigned Grantor(s) declare(s) that the **DOCUMENTARY TRANSFER TAX IS: \$ 0.00 County**  
\_\_\_ computed on the full value of the interest of property conveyed, or  
\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
**XX** OR transfer is EXEMPT from tax for the following reason: This Grant Deed is being recorded to correct the Quitclaim Deed recorded on 1/13/1994, as Document No. 1994-0029913.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** John David Ek, as Successor Trustee of the Ek Family Trust, dated Jan. 5, 1994 which also acquired title as Trustee under the Declaration of Trust dated: Sept. 30, 1971.


**HEREBY GRANT(S)** to Aaron Jacob Magagna, a married man, as his sole and separate property

All that real property situated in the City of San Diego, County of San Diego, State of California, described as:  
The Northeasterly 50 fee of that portion of Block 25 of Tract No. 2 of Encanto Heights, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1100 filed in the Office of the County Recorder of San Diego County December 5, 1907, as shown on Map No. 2121, of Jofaina Vista, Filed in the Office of the County Recorder of San Diego County July 20, 1928, now abandoned and described therein as Lot 24, said Northeasterly 50 feet being measured along the Southeasterly line of said Lot 24.

**Commonly Known As:** Commercial Lot, APN 543-020-04-00 Federal Blvd, San Diego, CA 92114

January 23, 2020

John David Ek, as Successor Trustee of the Ek Family Trust, dated Jan. 5, 1994

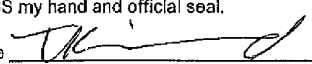
By:   
John David Ek, Successor Trustee

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

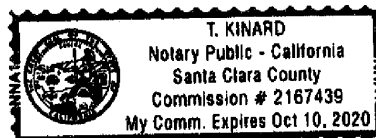
STATE OF CALIFORNIA  
COUNTY OF San Diego  
On January 23rd, 2020, before me, T. Kinard, a Notary Public  
personally appeared John David Ek

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 

(SEAL)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

# Tax Search



San Diego, California

Searched: **543-020-04-00**

Non-Order Search

Tax Year: 2019-2020

Tax Cover: 09/11/2020

Searched By: CATHERINE MERCADO

Searched On: 9/18/2020 6:29 PM

Company: LAWYERS TITLE INSURANCE COMPANY | 6303-SAN DIEGO OPS | 01 | CRN: 00063-00003

APN:	<b>543-020-04-00</b>
Described As:	<b>ENCANTO HEIGHTS TRACT # 2 001100 NELY 50 FT IN LOT 24 PER MAP 2121 IN BLK 25</b>
Address:	<b>FEDERAL BL</b>
City:	<b>SAN DIEGO CITY</b>
Billing Address:	<b>1746 CHARLESTON LN ENCINITAS CA 92024</b>
Assessed Owner(s):	<b>EK JOHN C EST OF AND EK FAMILY TRUST 01-05-94</b>
Transfer Owner(s):	<b>MAGAGNA AARON J</b>
Search As:	<b>Tax ID 543-20 Parcel 4</b>
Mailing Name(s):	<b>JOHN AND TINA EK</b>

Tax Rate Area:	<b>08001</b>	Value	Conveyance Date:	<b>05/29/2003</b>
Use Code:	<b>620</b>	Land: <b>17,576.00</b>	Conveying Instrument:	<b>903011</b>
<b>VACANT COMMERCIAL</b>		Improvements:	Date Transfer Acquired:	
Region Code:		Personal Property:	Vesting:	
Flood Zone:		Fixtures:	Year Built:	
Zoning Code:	<b>COMMERCIAL</b>	Inventory:	Year Last Modified:	
Taxability Code:		Exemptions	Square Footage	
Tax Rate:	<b>1.231990 %</b>	Homeowner:	Land:	
Bill #:		Inventory:	Improvements:	
Issue Date:		Personal Property:		
		Religious:		
		All Other:	Tax Defaulted:	
		Net Taxable Value:	Total Tax:	<b>243.10</b>

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
<b>1st</b>	<b>121.55</b>	<b>12.15</b>	<b>12/10/2019</b>	<b>PAID</b>	<b>12/03/2019</b>	<b>0.00</b>
<b>2nd</b>	<b>121.55</b>	<b>22.15</b>	<b>04/10/2020</b>	<b>PAID</b>	<b>12/03/2019</b>	<b>0.00</b>
<b>Total Balance:</b>						<b>0.00</b>

Parcel Status:	Exempt: <b>NO</b>	Common Area:
----------------	-------------------	--------------

Account	Special Lien Description	Amount
<b>511911</b>	<b>CO MOSQUITO/RAT CTRL</b>	<b>3.00</b>
<b>511914</b>	<b>MOSQUITO VECTOR CONT</b>	<b>2.08</b>
<b>672718</b>	<b>WATER STANDBY CHARGE</b>	<b>11.50</b>
<b>675418</b>	<b>CWA WTR AVAIL CTY SD</b>	<b>10.00</b>

Supplemental Tax	Due To: <b>OWNERSHIP CHANGE</b>		Tax Year: <b>2019</b>		Type: <b>Secured</b>	
Assessed Owner(s):	<b>MAGAGNA AARON J</b>		Comment:			
Situs:	<b>FEDERAL BL</b>					
Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
<b>1st</b>	<b>4,990.00</b>	<b>499.00</b>	<b>12/10/2020</b>	<b>UNPAID</b>		<b>4,990.00</b>
<b>2nd</b>	<b>4,990.00</b>	<b>509.00</b>	<b>04/10/2021</b>	<b>UNPAID</b>		<b>4,990.00</b>
Total	<b>9,980.00</b>	<b>1,008.00</b>			Value	
Supplemental Bill #:		<b>899-553-82-80</b>	Land		<b>17,927.00</b>	
Issue Date:		<b>09/18/2020</b>	Improvements		Tax Defaulted:	
Effective Date:		<b>01/23/2020</b>	Total		<b>17,927.00</b>	Total Tax: <b>9,980.00</b>

Supplemental Tax	Due To: <b>OWNERSHIP CHANGE</b>		Tax Year: <b>2019</b>		Type: <b>Secured</b>	
Assessed Owner(s):	<b>MAGAGNA AARON J</b>		Comment:			
Situs:	<b>FEDERAL BL</b>					
Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
<b>1st</b>	<b>2,096.71</b>	<b>209.67</b>	<b>12/10/2020</b>	<b>UNPAID</b>		<b>2,096.71</b>
<b>2nd</b>	<b>2,096.71</b>	<b>219.67</b>	<b>04/10/2021</b>	<b>UNPAID</b>		<b>2,096.71</b>
Total	<b>4,193.42</b>	<b>429.34</b>			Value	
Supplemental Bill #:		<b>899-553-82-99</b>	Land		<b>17,576.00</b>	
Issue Date:		<b>09/18/2020</b>	Improvements		Tax Defaulted:	
Effective Date:		<b>01/23/2020</b>	Total		<b>17,576.00</b>	Total Tax: <b>4,193.42</b>

Open Orders				
<b>Company</b>	<b>Department</b>	<b>Title Unit</b>	<b>Order No.</b>	<b>Date Created</b>
WFG National Title Insurance Company	Lenders Services	01	19-360963	10/01/2019

**THE INFORMATION PROVIDED IS A SUMMARIZED SEARCH OF OUR RECORDS. BLACK KNIGHT DOES NOT WARRANT NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN. A FULL/EXTENDED TAX SEARCH IS RECOMMENDED.**

\*\*\* END OF REPORT \*\*\*