

REC'D
MAR 10 2009

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor James C Gianulias		Case Number 8.08-bk-13150RK
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503		
Name of Creditor (the person or other entity to whom the debtor owes money or property) Sterling Savings Bank, Assignee of Intervest-Mortgage Company		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number <u>35</u> (If known) Filed on <u>November 6, 2008</u>
Name and address where notices should be sent: Sterling Savings Bank Attn Mike Brixey, Special Assets Administrator 111 North Wall Street, Spokane, WA 99201		
Telephone number (877) 369-0010		
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars <input type="checkbox"/> Check this box if you are the debtor or trustee in this case
1 Amount of Claim as of Date Case Filed <u>\$2,371,951.23</u> If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4 If all or part of your claim is entitled to priority complete item 5 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges		5 Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount Specify the priority of the claim <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. §507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)() Amount entitled to priority \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</i>
2 Basis for Claim <u>Loan Guarantees</u> (See instruction #2 on reverse side)		
3 Last four digits of any number by which creditor identifies debtor <u>3712</u> 3a. Debtor may have scheduled account as _____ (See instruction #3a on reverse side)		
4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe _____ Value of Property \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection _____ Amount of Secured Claim \$ _____ Amount Unsecured \$ _____		
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim 7 Documents Attach redacted copies of any documents that support the claim such as promissory notes, purchase orders, invoices itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary (See instruction 7 and definition of redacted on reverse side) DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING If the documents are not available, please explain _____		
Date <u>3/3/09</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Mike Brixey Mike Brixey - Special Assets Admin</u>	
		FOR COURT USE ONLY FILED MAR 04 2009

Ranch Cucamonga Development 212 LLC
Total owing as of 6/6/08

Principal Balance	9,411,331 84	
Past Due Interest	394,005 04	as of 3/31/08
Previous late charges	15,760 21	
April Interest	65,970 28	
Reconveyance Fee	169 00	
Interest 5/1/08-6/5/08	81,894 06	
May Late Fee	2,820 80	

Total due as of 6/6/08	9,971,951 23
Foreclosure bid amount	7,600,000 00

Deficiency	(2,371,951 23)
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Interest (6/6/08-8/29/08)	191,086 13
Late Charges	8,462 40

Per diem	2,274 83
Interest rate	8 8225%

Days	5/1/2008
	6/6/2008
	36 00
	6/6/2008
	8/29/2008
	84 00

PROMISSORY NOTE

DATED SEPTEMBER 26, 2008

143003712

Rancho

Cucamonga Der

PROMISSORY NOTE

\$9,960,000 00

Rancho Cucamonga, California
September 26, 2006

The undersigned, jointly and severally ("Maker"), for value received, promises to pay to the order of INTERVEST-MORTGAGE INVESTMENT COMPANY ("Lender") the principal sum of Nine Million Nine Hundred Sixty Thousand Dollars (\$9,960,000.00), and to pay interest on the unpaid principal thereof from the date of disbursement of principal at the rates hereinafter set forth, together with all costs and fees, including attorneys' fees, incurred by Lender in enforcing the obligations of this Note. The principal hereof and interest and premium, if any, hereon are payable to Lender at 5005 S.W. Meadows Road, Suite 400, Lake Oswego, Oregon 97035, or such other place as Lender may direct, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Principal and interest shall be payable as follows:

a Each loan advance shall bear interest from the date of such advance. The annual rate of interest shall be equal to three and one half percent (3.50%) in excess of the one month LIBOR Rate (London Interbank Offer Rate) as published in the *Wall Street Journal* at the date of closing. The interest rate on all sums advanced shall be adjusted on the first day of each month, to equal the then present published one month LIBOR Rate plus three and one half percent (3 50%). Provided however, the interest rate hereon shall never be less than the interest rate established on the date hereof. Accrued interest shall be paid monthly on the first day of each month on the outstanding balance.

LIBOR Rate is based on the British Banker's Association average of interbank offered rates for dollar deposits in the London market based on quotations at 16 major banks. If the one month LIBOR Rate ceases to be published or announced, Lender will set the interest rate by using a comparable index or reference rate. Reference rate, as used herein, or any prime rate used as a substitute therefor, is only a standard or index for measuring rates. It is not itself necessarily a rate commonly charged to any class of borrowers, nor is it necessarily the lowest or best rate offered by Lender.

b The entire principal and any accrued interest on this Note shall be paid in full on or before October 1, 2007, provided however, that so long as Maker is not then in default, nor has been in default beyond the applicable cure period, under any of the provisions of any of the Loan Documents referred to herein, or with respect to any payment provided for herein, Maker may elect to (i) extend the maturity date of this Note to April 1, 2008 (first extended maturity date), upon giving Lender notice in writing of its intention to extend the maturity date at least thirty (30) days prior to the maturity date of this Note and upon paying Lender the sum of Forty-Nine Thousand Eight Hundred Dollars (\$49,800.00) at least thirty (30) days prior to the maturity date, in consideration for the extension period, and (ii) extend the maturity date of this Note to October 1, 2008, upon giving Lender notice in writing of its intention to extend the maturity date at least thirty (30) days prior to the first extended maturity date of this Note and upon paying Lender the sum of Forty-Nine Thousand Eight Hundred Dollars (\$49,800 00) at least thirty (30) days prior to the first extended maturity date, in consideration for the extension period. In the event that Maker elects to extend the maturity date subject to the requirements of this paragraph, all terms and conditions of this Note and the Loan Documents referred to herein shall remain in full force and effect.

Maker shall have the right, at any time, to prepay the whole or any part hereof without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent installments or change the amount of such installments, unless Lender shall otherwise agree in writing.

Following default in the payment of any installment of interest when due hereunder, or default under any of the covenants or conditions of the Deed of Trust which secures this Note or any other document executed in connection with or to secure this Note (the "Loan Documents") and expiration of the applicable cure period, Lender may elect to (i) declare the whole amount then unpaid due and collectible, whether due by lapse of time or not, and/or (ii) declare an increase in the rate of interest so that this Note shall thereafter bear interest at the rate contained herein, plus three percent (3.00%) per annum, initially determined on the date of default and adjusted as any variable rate changes. Lender may exercise either or both of the foregoing remedies, and failure to exercise either of these options shall not constitute a waiver of the right to exercise the same at any other time.

In the event that any payment or portion thereof (other than the principal balance at maturity) is not paid within fifteen (15) days after the date it is due, Lender may collect, and Maker agrees to pay with such payment, a "late charge" of Four Cents (\$0.04) for each dollar so over due as liquidated damages for the additional expense of handling such delinquent payments. Such late charge represents the reasonable estimate by the parties of a fair average compensation due to the failure of Maker to make timely payments. Such late charge shall be paid without prejudice to the rights of the Lender to collect any other amounts provided to be paid or to declare a default hereunder, under the Deed of Trust or under the Loan Documents.

In the event that Lender consults an attorney in connection with the default by Maker regarding the enforcement of any of Lender's rights under this Note or the Loan Documents, or if this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note or the Loan Documents, Maker promises to pay all costs thereof, including attorneys' fees. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under the Bankruptcy Act or state receivership statutes. Maker and any endorsers severally waive presentment, protest and demand, notice of protest, demand of dishonor, and payment of this Note, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker and any endorsers hereof.

This Note is secured by a Deed of Trust, Assignment of Rents and Security Agreement ("Deed of Trust") on real and personal property situated in San Bernardino, California, of even date, and an Assignment of Leases and Cash Collateral ("Assignment") of even date, to which reference is hereby made for a description of the nature and extent of the security provided thereby and the rights and limitations of rights of Lender and Maker in respect of such security.

Maker acknowledges that the Deed of Trust contains certain provisions restricting the conveyance, transfer or further encumbrance of the property encumbered by the Deed of Trust without the prior written consent of Lender.

Maker particularly waives the right to demand any marshalling of assets as a condition to or in connection with the bringing of action hereon against it. Lender may accept additional or substitute security, or may release in whole or in part the security described in the Loan Documents now or hereafter securing the Note without in any way affecting or impairing the indebtedness evidenced hereby or the liability of Maker and any endorsers, guarantors or sureties hereof.

This Note is to be governed by and construed in accordance with the laws of the State of California. At the option of Lender, the venue of any action hereon may be laid in San Bernardino County, California, or in any county wherein is situate property subject to the Deed of Trust or the Loan Documents. In the event of any action hereon or for the enforcement hereof or in the event of the referring of this Note for collection, the Maker promises to pay all costs pertaining to the security therefor and all sums required to be paid under any of the Loan Documents

This Note is given for an actual loan of the above amount and is secured by a Deed of Trust of even date herewith which is a lien upon the property therein described.

EACH AND EVERY MAKER HEREOF AGREES THAT IT HAS RECEIVED VALUABLE CONSIDERATION HEREUNDER, THAT IT SIGNS THIS NOTE AS MAKER AND NOT AS A SURETY, AND THAT ANY AND ALL SURETYSHIP DEFENSES ARE HEREBY WAIVED.

MAKER EXPRESSLY ACKNOWLEDGES AND UNDERSTANDS THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE AND HEREBY CONFIRMS THAT LENDER HAS NOT MADE OR GIVEN ANY PROMISES OR COMMITMENTS THAT ARE NOT EXPRESSLY SET FORTH HEREIN OR IN THE OTHER LOAN DOCUMENTS.

RANCHO CUCAMONGA DEVELOPMENT
212 L.P., a California limited partnership

By Rancho Cucamonga 212 LLC, a California
limited liability company, General Partner

By Cameo Homes, a California
corporation, Member and Manager

By 
Victor J. Mahony, Chief Executive Officer

State of California
County of Orange

On 9/26/06, before me Ruth Guerrero, Notary Public personally appeared Victor J. Mahony personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature 



(Seal)

GUARANTY BY JAMES C GIANULIAS

DATED SEPTEMBER 26, 2006

GUARANTY

WHEREAS, RANCHO CUCAGMONGA DEVELOPMENT 212 L.P., a California limited partnership (hereinafter called "Borrower"), is desirous of securing a mortgage loan from INTERVEST-MORTGAGE INVESTMENT COMPANY (hereinafter called "Lender"), in the sum of Nine Million Nine Hundred Sixty Thousand Dollars (\$9,960,000 00); and

WHEREAS, the undersigned, JAMES C. GIANULIAS, as his separate estate (hereinafter called the "Guarantor"), is interested in the granting of a loan to Borrower by Lender; and

WHEREAS, Lender will not undertake to make a loan to Borrower unless payment of the same is guaranteed by Guarantor.

NOW, THEREFORE, it is agreed as follows:

In consideration of the making of a mortgage loan in the sum of Nine Million Nine Hundred Sixty Thousand Dollars (\$9,960,000 00), and any increases in the loan amount, modifications, renewals or extension of said indebtedness (hereinafter referred to as the Loan), the undersigned does hereby agree to pay, when due or on demand after maturity, all sums due, including but not limited to, any increases in the indebtedness, any indemnity liability, any sums advanced by Lender to protect its security as authorized by the terms of the Deed of Trust, Assignment of Rents and Security Agreement, Assignment of Leases and Cash Collateral, and any other loan instruments in connection with said loan held by Lender, given by Borrower to Lender, with interest according to the terms thereof, whether in the hands of Lender or held by others through the endorsement or assignment of said Lender, with or without recourse

Guarantor agrees that Lender, its endorsees or assignees, may grant extensions, receive or surrender securities, accept composition, grant releases and discharges and otherwise deal with Borrower and with other parties and securities as it or they may see fit, and may apply all moneys received from Borrower or others, or from securities, upon such part of Borrower's indebtedness as it may think best, without prejudice to or in any way limiting or lessening the liability of the undersigned for the amount hereby guaranteed

This is an absolute, present and continuing guaranty of payment and not of collection. Guarantor agrees that this Guaranty may be enforced by Lender without the necessity at any time of resorting to or exhausting any other security or collateral given in connection herewith or with the Note, Deed of Trust or any of the other loan documents through foreclosure or sale proceedings, as the case may be, under the Deed of Trust or otherwise, or resorting to any other guaranties, and Guarantor hereby waives any right to require Lender to join Borrower in any action brought hereunder or to commence any action against or obtain any judgment against Borrower or to pursue any other remedy or enforce any other right. Guarantor further agrees that nothing contained herein or otherwise shall prevent Lender from pursuing concurrently or successively all rights and remedies available to it at law and/or in equity or under the Note, Deed of Trust or any other loan documents, and the exercise of any of its rights or the completion of any of its remedies shall not constitute a discharge of Guarantor's obligations hereunder, it being the purpose and intent of Guarantor that the obligations of Guarantor hereunder shall be absolute, independent and unconditional under any and all circumstances whatsoever. The obligations of Guarantor hereunder are also separate and independent of Guarantor's obligations in any other capacity, including without limitation as a general partner, member, shareholder or officer of Borrower, and an action may be brought and prosecuted against Guarantor under this Guaranty separately from, or concurrently with, any action

property collateral pledged by Borrower

- (2) If Lender forecloses on any real property collateral pledged by Borrower:
- (a) The amount of the Loan may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.
 - (b) Lender may collect from Guarantor even if Lender, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Borrower

This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Loan is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based on Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

Guarantor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise.

Guarantor waives all rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to Guarantor by reason of Section 2787 to 2855, inclusive, of the Civil Code.

Guarantor warrants and acknowledges (a) Lender would not make the Loan but for this Guaranty; (b) there are no conditions precedent to the effectiveness of this Guaranty; (c) Guarantor has established adequate means of obtaining from sources other than Lender, on a continuing basis, financial and other information pertaining to Borrower's financial condition, the collateral for the Loan and Borrower's activities relating thereto and the status of Borrower's performance of obligations under the Note, Deed of Trust and other loan documents, and Guarantor agrees to stay adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks hereunder and Lender has made no representation to Guarantor as to any such matters, (d) the most recent financial statements of Guarantor previously delivered to Lender are true and correct in all material respects, have been prepared in accordance with generally accepted accounting principles consistently applied (or other principles acceptable to Lender) and fairly present the financial condition of Guarantor as of the respective dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the respective dates thereof; (e) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, other than in the ordinary course of Guarantor's personal financial dealings, and (f) Guarantor shall, no later than sixty (60) days from written request from Lender, provide Lender with (1) complete copies of Guarantor's current tax returns, (2) updated financial statements of Guarantor, such statements to be prepared in a form and in accordance with accounting principles acceptable to Lender, and (3) such other credit and financial information as Lender may require.

This Guaranty shall inure to the benefit of Lender, its successors and assigns. Lender shall be under no duty to file claims against the estate of any other Guarantor or Borrower who may die

or become insolvent.

This Guaranty is unconditional and is not given in reliance upon the executing of any other guaranties or other collateral given to secure any loans to Borrower

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this 26 day of September, 2006


JAMES C GIANULIAS

State of California
County of Orange

On September 26, 2006, before me Ruth Guerrero Notary Public personally appeared James C. Gianulias personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



(Seal)

**GUARANTY BY JAMES C GIANULIAS, AS TRUSTEE OF THE JAMES CHRIS
GIANULIAS TRUST UNDER TRUST AGREEMENT DATED OCTOBER 14, 2003**

DATED SEPTEMBER 26, 2006

GUARANTY

WHEREAS, RANCHO CUCAGMONGA DEVELOPMENT 212 L.P., a California limited partnership (hereinafter called "Borrower"), is desirous of securing a mortgage loan from INTERVEST-MORTGAGE INVESTMENT COMPANY (hereinafter called "Lender"), in the sum of Nine Million Nine Hundred Sixty Thousand Dollars (\$9,960,000.00); and

WHEREAS, the undersigned, JAMES C. GIANULIAS, as Trustee of the James Chris Gianulias Trust under Trust Agreement dated October 14, 2003 (hereinafter called the "Guarantor"), is interested in the granting of a loan to Borrower by Lender; and

WHEREAS, Lender will not undertake to make a loan to Borrower unless payment of the same is guaranteed by Guarantor

NOW, THEREFORE, it is agreed as follows

In consideration of the making of a mortgage loan in the sum of Nine Million Nine Hundred Sixty Thousand Dollars (\$9,960,000.00); and any increases in the loan amount, modifications, renewals or extension of said indebtedness (hereinafter referred to as the Loan), the undersigned does hereby agree to pay, when due or on demand after maturity, all sums due, including but not limited to, any increases in the indebtedness, any indemnity liability, any sums advanced by Lender to protect its security as authorized by the terms of the Deed of Trust, Assignment of Rents and Security Agreement, Assignment of Leases and Cash Collateral, and any other loan instruments in connection with said loan held by Lender, given by Borrower to Lender, with interest according to the terms thereof, whether in the hands of Lender or held by others through the endorsement or assignment of said Lender, with or without recourse

Guarantor agrees that Lender, its endorsees or assignees, may grant extensions, receive or surrender securities, accept composition, grant releases and discharges and otherwise deal with Borrower and with other parties and securities as it or they may see fit, and may apply all moneys received from Borrower or others, or from securities, upon such part of Borrower's indebtedness as it may think best, without prejudice to or in any way limiting or lessening the liability of the undersigned for the amount hereby guaranteed

This is an absolute, present and continuing guaranty of payment and not of collection. Guarantor agrees that this Guaranty may be enforced by Lender without the necessity at any time of resorting to or exhausting any other security or collateral given in connection herewith or with the Note, Deed of Trust or any of the other loan documents through foreclosure or sale proceedings, as the case may be, under the Deed of Trust or otherwise, or resorting to any other guaranties, and Guarantor hereby waives any right to require Lender to join Borrower in any action brought hereunder or to commence any action against or obtain any judgment against Borrower or to pursue any other remedy or enforce any other right. Guarantor further agrees that nothing contained herein or otherwise shall prevent Lender from pursuing concurrently or successively all rights and remedies available to it at law and/or in equity or under the Note, Deed of Trust or any other loan documents, and the exercise of any of its rights or the completion of any of its remedies shall not constitute a discharge of Guarantor's obligations hereunder, it being the purpose and intent of Guarantor that the obligations of Guarantor hereunder shall be absolute, independent and unconditional under any and all circumstances whatsoever. The obligations of Guarantor hereunder are also separate and independent of Guarantor's obligations in any other capacity, including without limitation as a general partner, member, shareholder or officer of Borrower, and an action may be brought and

- (1) Lender may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Borrower
- (2) If Lender forecloses on any real property collateral pledged by Borrower
 - (a) The amount of the Loan may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.
 - (b) Lender may collect from Guarantor even if Lender, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Borrower

This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Loan is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based on Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure

Guarantor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise.

Guarantor waives all rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to Guarantor by reason of Section 2787 to 2855, inclusive, of the Civil Code

Guarantor warrants and acknowledges (a) Lender would not make the Loan but for this Guaranty; (b) there are no conditions precedent to the effectiveness of this Guaranty; (c) Guarantor has established adequate means of obtaining from sources other than Lender, on a continuing basis, financial and other information pertaining to Borrower's financial condition, the collateral for the Loan and Borrower's activities relating thereto and the status of Borrower's performance of obligations under the Note, Deed of Trust and other loan documents, and Guarantor agrees to stay adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks hereunder and Lender has made no representation to Guarantor as to any such matters, (d) the most recent financial statements of Guarantor previously delivered to Lender are true and correct in all material respects, have been prepared in accordance with generally accepted accounting principles consistently applied (or other principles acceptable to Lender) and fairly present the financial condition of Guarantor as of the respective dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the respective dates thereof, (e) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, other than in the ordinary course of Guarantor's personal financial dealings, and (f) Guarantor shall, no later than sixty (60) days from written request from Lender, provide Lender with (1) complete copies of Guarantor's current tax returns, (2) updated financial statements of Guarantor, such statements to be prepared in a form and in accordance with accounting principles acceptable to Lender, and (3) such other credit and financial information as Lender may require

This Guaranty shall inure to the benefit of Lender, its successors and assigns. Lender shall

be under no duty to file claims against the estate of any other Guarantor or Borrower who may die or become insolvent.

This Guaranty is unconditional and is not given in reliance upon the executing of any other guaranties or other collateral given to secure any loans to Borrower

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this 26 day of September, 2006

JAMES CHRIS GIANULIAS TRUST, under
Trust Agreement dated October 14, 2003

By


James C. Gianulias, Trustee

State of California
County of Orange

On September 26, 2006, before me Ruth Guerrero, Notary Public personally appeared James C. Gianulias personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature 



(Seal)

ASSIGNMENT FROM INTERVEST-MORTGAGE INVESTMENT COMPANY

TO

STERLING SAVINGS BANK

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO

Jody M. McCormick
Witherspoon, Kelley, Davenport
& Toole, P.S.
422 West Riverside Avenue, Suite 1100
Spokane, Washington 99201

3723255

Recorded in Official Records, County of San Bernardino



LARRY WALKER
Auditor/Controller - Recorder

691 First American

9/02/2008
8 00 AM
LJ

Deed: 2008-0397783



Title:	4	Pages:	5
Fees			\$6.00
Taxes			0.00
Other			0.00
Paid			\$66.00

**ASSIGNMENT OF DEED OF TRUST, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT (AND FIXTURE FILING)**

For Value Received, INTERVEST-MORTGAGE INVESTMENT COMPANY, a Washington corporation as Beneficiary, hereby grants, conveys, assigns and transfers to STERLING SAVINGS BANK, whose address is 111 North Wall Street, Spokane, Washington 99201, all beneficial interest under that certain Deed of Trust, Assignment of Rents and Security Agreement (and Fixture Filing) dated September 26, 2006, executed by RANCHO CUCAMONGA DEVELOPMENT 212 L P, a California limited partnership, as Grantor, to FIRST AMERICAN TITLE COMPANY, as Trustee, and recorded on September 29, 2006, under Auditor/Controller - Recorder's Document No 2006-0668399, records of San Bernardino County, California, which land is described in Exhibit A attached hereto, and in abbreviated form as follows

Abbreviated Legal Description Parcel Nos A1, A2, A3, B, C, D and E, City
of Rancho Cucamonga, County of San
Bernardino, State of California

Tax Parcel No(s) 0207-101-41, 0207-101-34, 0207-101-31
and 0207-101-13

Together with note or notes therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust

Dated August 14, 2008

INTERVEST-MORTGAGE INVESTMENT
COMPANY, a Washington corporation

By Edward Orozco
Its Authorized Officer

Edward Orozco

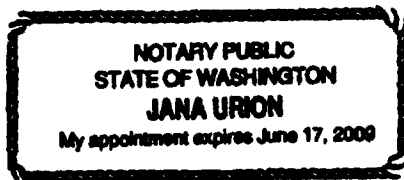
ASSIGNMENT OF DEED OF TRUST - 1

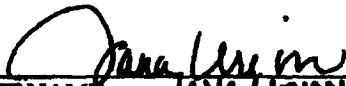
STATE OF WASHINGTON)

County of Spokane) ss

On August 14, 2008, before me, JANA URION, Notary Public, personally appeared Edward Orasco, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

DATED August 14, 2008




PRINT NAME JANA URION
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane
My appointment expires 6-17-2009

ASSIGNMENT OF DEED OF TRUST - 1

EXHIBIT A

Real property in the City of Rancho Cucamonga, County of San Bernardino, State of California, described as follows

Parcel No. A1.

Lot 15, of Red Hill Subdivision, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per plat recorded in Book 21 of Maps, Page 33, records of said county

Parcel No. A2.

That portion of Lot 3, Section 9, Township 1 South, Range 7 West, San Bernardino Base and Meridian, according to Map of Cucamonga Lands, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per plat recorded in Book 4 of Maps, Page 9, records of said county, described as follows

Beginning at the Northwest corner of said Lot 3, thence South $0^{\circ}19'$ West 184.96 feet; thence North $77^{\circ}29'$ East 201.54 feet to a point on the Northeasterly boundary of that certain parcel of land conveyed to Irl E. Hinricksen and Laura Grace Hinricksen, his wife, dated March 21, 1945, and recorded in Book 1754 of Official Records, Page 263, thence North $28^{\circ}12'$ West 160.24 feet to the Northerly line of said Lot 3, thence North $89^{\circ}49'30''$ West 120.92 feet to the point of beginning

Parcel No. A3.

A portion of Lot 3 in Section 9, Township 1 South, Range 7 West, San Bernardino Base and Meridian, according to Map of Cucamonga Lands, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per plat recorded in Book 4, Page 9, records of said county, described as follows

Beginning at the Southeast corner of Lot 15 of Plat of Red Hill Sub-Division as recorded in Book 21, Page 33 of Maps, records of said county; thence South $30^{\circ}50'30''$ East a distance of 56.67 feet to a 1" iron pipe tagged R. E. 7344, thence South $26^{\circ}11'10''$ East a distance of 302.84 feet more or less to a point on the Easterly boundary of Parcel #1 of the real property conveyed to Irl E. Hinricksen and Laura Grace Hinricksen by John H. Klusman and Elizabeth A. Klusman by Grant Deed dated March 21, 1945, and recorded in Book 1775, Page 67 of Official Records of said county; thence North $53^{\circ}42'$ West along said Easterly boundary a distance of 29.15 feet to an angle point in said boundary; thence continuing along said Easterly boundary North $28^{\circ}12'$ West a distance of 343.72 feet to the North line of said Lot 3, thence Easterly along the North line of said Lot 3 a distance of 22.7 feet more or less to the point of beginning

Parcel No. B

That portion of Lots 13 and 14 of Red Hill Subdivision, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per plat recorded in Book 21 of Maps, Page 33, records of said county, described as follows

Commencing at the Northeast corner of Lot 15 of said Red Hill Subdivision, thence South 28°8'45" East (record South 28°12'00" East) along the East line of said Lot 15 a distance of 5.73 feet to the true point of beginning; thence North 87°45'00" East, along the Southerly line of the land conveyed to the County of San Bernardino by Deed recorded March 23, 1956 in Book 3 893, Page 376, Official Records, a distance of 368 36 feet to a point on the Easterly line of the land conveyed to the Red Hill Country Club by Deed recorded October 5, 1923 in Book 804 of Deeds, Page 280, set out in said Deed as "Thrd", thence South 37°38' West 77 39 feet more or less to the angle point therein, thence continuing along said Easterly line, South 33°33' West 70 08 feet to the South line of said Lot 13, thence North 89°49'30" West, along the Southerly line of said Lots 13 and 14, respectively, 226 94 feet more or less to the Southeasterly corner of said Lot 15 of said Red Hill Subdivision, thence North 28°08'45" West (record North 28°12'00" West) along the Easterly line of said Lot 15 a distance of 117 92 feet more or less to the true point of beginning

Parcel No. C.

Lot 3 in Section 9, Township 1 South, Range 7 West, according to Map of Cucamonga Lands, San Bernardino Base and Meridian, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per plat recorded in Book 4 of Maps, Page(s) 9, records of said county

Excepting therefrom that portion lying West of a line described as

Beginning South 89°49'30" East, 120 92 feet from the Northwest corner of said Lot 3, thence South 28°12' East, 343 72 feet, thence South 53°42' East 236 7 feet; thence South 7°32' East, 191 47 feet. Also excepting therefrom the East 4 acres of said lot.

Also excepting therefrom any portion thereof lying within or South of the State Highway, as the same now exists 100 feet wide

And also excepting therefrom any portion thereof lying within the right of way of the Pacific Electric Railway Company by Order of Condemnation recorded May 13, 1914 in Book 549, Page 86 of Deeds

Further excepting therefrom that portion described in the Deed to Verne C. Hinrichsen and Gertrude D. Hinrichsen, husband and wife, recorded February 18, 1959, in Book 4736, Page 175, Official Records, described as follows

A portion of Lot 3 in Section 9, Township 1 South, Range 7 West, according to Map of Cucamonga Lands, as recorded in Book 4 of Maps, Page 9, records of said county, described as follows

Beginning at the Southeast corner of Lot 15 of Plat of Redhill Subdivision, as recorded in Book 21 of Maps, Page 33, records of said county; thence South $30^{\circ}50'30''$ East, a distance of 56.67 feet to a 1-inch iron pipe tagged "R.E. 7344", thence South $26^{\circ}11'10''$ East, a distance of 302.84 feet, more or less, to a point on the Easterly boundary of Parcel No. 1 of the real property conveyed to Irl E Hinricksen and Laura Grace Hinricksen by John H. Klusman and Elizabeth A. Klusman by Grant Deed dated March 21, 1945 and recorded in Book 1775, Page 67, Official Records, thence North $53^{\circ}42'$ West along said Easterly boundary, a distance of 29.15 feet to an angle point in said boundary; thence continuing along said Easterly boundary, North $28^{\circ}12'$ West, a distance of 343.72 feet to the North line of said Lot 3, thence Easterly along the North line of said Lot 3, a distance of 22.7 feet, more or less, to the point of beginning

Parcel No. D:

The East 4 acres of Lot 3, and that portion of Lot 2, both in Section 9, Township 1 South, Range 7 West, according to Map of Cucamonga Lands, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per plat recorded in Book 4 of Maps, Page 9, records of said county, lying North and West of the county road

Except all public roads and highways.

Also except that portion lying with the land as set forth in that certain Final Order of Condemnation in favor of Pacific Electric Railway Company, recorded May 13, 1914, in Book 549, Page 86 of Deeds

Parcel No. E

A non-exclusive perpetual access easement as set forth in the Easement Deed recorded October 28, 2004, Instrument No. 2004-0786604, Official Records

APN 0207-101-41, 0207-101-34, 0207-101-31 and 0207-101-13

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

Recorded in Official Records, County of San Bernardino

9/02/2008
8:00 AM
LJ



LARRY WALKER
Auditor/Controller - Recorder

691 First American

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO

Jody M McCormick
Witherspoon, Kelley, Davenport
& Toole, P.S
422 West Riverside Avenue, Suite 1100
Spokane, Washington 99201

Doc# 2008-0397784



Title#	1	Pages:	5
Fees			23.00
Taxes			0.00
Other			0.00
PAYD			23.00

3723255

ASSIGNMENT OF ASSIGNMENT OF LEASES AND CASH COLLATERAL

For Value Received, INTERVEST-MORTGAGE INVESTMENT COMPANY, a Washington corporation as Assignee, hereby grants, conveys, assigns and transfers to STERLING SAVINGS BANK, whose address is 111 North Wall Street, Spokane, Washington 99201, all beneficial interest under that certain Assignment of Leases and Cash Collateral ("Assignment") dated September 26, 2006, executed by RANCHO CUCAMONGA DEVELOPMENT 212 L P, a California limited partnership, as Assignor, and recorded on September 29, 2006, under Auditor/Controller - Recorder's Document No 2006-0668400, records of San Bernardino County, California, which land is described in Exhibit A attached hereto, and in abbreviated form as follows:

Abbreviated Legal Description Parcel Nos A1, A2, A3, B, C, D and E, City of Rancho Cucamonga, County of San Bernardino, State of California.

Tax Parcel No(s) 0207-101-41, 0207-101-34, 0207-101-31 and 0207-101-13

Together with note or notes therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Assignment.

Dated August 14, 2008

INTERVEST-MORTGAGE INVESTMENT
COMPANY, a Washington corporation

By
Its

Authorized Officer

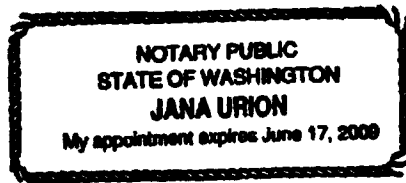
Edward Orozco

STATE OF WASHINGTON)

County of Spokane) ss

On August 14, 2008, before me, JANA URION, Notary Public, personally appeared Edward Orsago, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

DATED August 14, 2008



Jana Urion
PRINT NAME JANA URION
NOTARY PUBLIC in and for the State of Washington,
residing at Spokane
My appointment expires 6-17-2009

EXHIBIT A

Real property in the City of Rancho Cucamonga, County of San Bernardino, State of California, described as follows

Parcel No. A1

Lot 15, of Red Hill Subdivision, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per plat recorded in Book 21 of Maps, Page 33, records of said county

Parcel No. A2

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Beginning at the Northwest corner of said Lot 3, thence South $0^{\circ}19'$ West 184.96 feet; thence North $77^{\circ}29'$ East 201.54 feet to a point on the Northeasterly boundary of that certain parcel of land conveyed to Irl E. Hinricksen and Laura Grace Hinricksen, his wife, dated March 21, 1945, and recorded in Book 1754 of Official Records, Page 263, thence North $28^{\circ}12'$ West 160.24 feet to the Northerly line of said Lot 3, thence North $89^{\circ}49'30''$ West 120.92 feet to the point of beginning.

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Also except that portion lying with the land as set forth in that certain Final Order of Condemnation in favor of Pacific Electric Railway Company, recorded May 13, 1914, in Book 549, Page 86 of Deeds

Parcel No. E

A non-exclusive perpetual access easement as set forth in the Easement Deed recorded October 28, 2004, Instrument No 2004-0786604, Official Records

APN 0207-101-41, 0207-101-34, 0207-101-31 and 0207-101-13

In re James C Granulias	Debtor(s)	CHAPTER 11 CASE NUMBER 8 08-bk-13150RK
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NOTE When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I
Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding My business address is

3880 Lemon Street, 5th Floor, Riverside, CA 92501
Mailing Address P O Box 1300, Riverside, CA 92502-1300

The foregoing document described **AMENDED PROOF OF CLAIM** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d), and (b) in the manner indicated below

I TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document On March 4, 2009 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below

☒ Service information continued on attached page

II SERVED BY U S MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served)

On March 4, 2009 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed*

Honorable Robert N Kwan
United States Bankruptcy Court
411 West Fourth Street, Suite 9041
Santa Ana CA 92701

☐ Service information continued on attached page

III SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served) Pursuant to F R Civ P 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed*

☐ Service information continued on attached page

In re James C. Granulias	Debtor(s) CHAPTER 11 CASE NUMBER 8 08-bk-13150RK
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NEF Notices

Alan J. Friedman, Attorney for Debtor
Kerri A. Lyman, Attorney for Debtor
James E. Till, Attorney for Debtor
Whitman L. Holt, Attorney for Creditor Committee
Elissa Miller, Attorney for Creditor Committee
Daniel A. Lev, Attorney for Creditor Committee
Victor A. Sahn, Attorney for Creditor Committee
Michael J. Hauser, Office of United States Trustee
Frank Cadigan, Office of United States Trustee

afriedman@irell.com
klyman@irell.com
jtill@milbank.com
wholt@stutman.com
emiller@sulmeyerlaw.com
dlev@sulmeyerlaw.com
vsahn@sulmeyerlaw.com
michael.hauser@usdoj.gov
frank.cadigan@usdoj.gov

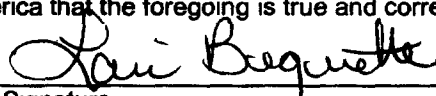
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct

March 4, 2009

Date

Lon Bequette

Type Name


Signature

Central District Of California Claims Register

8 08-bk-13150-RK James C Gianulias **Converted** 07/02/2008

Judge Robert N Kwan **Chapter** 11

Office Santa Ana **Last Date to file claims** 11/12/2008

Trustee **Last Date to file (Govt)**

<i>Creditor</i> (22554781)	Claim No 35	<i>Status</i>
Sterling Savings Bank	<i>Original Filed</i>	<i>Filed by</i> CR
111 N Wall St	<i>Date</i> 11/06/2008	<i>Entered by</i>
Spokane WA 99201	<i>Original Entered</i>	<i>Modified</i>
	<i>Date</i> 11/12/2008	
	<i>Last Amendment</i>	
	<i>Filed</i> 03/04/2009	
	<i>Last Amendment</i>	
	<i>Entered</i> 03/04/2009	

Unsecured claimed \$2371951 23

Total claimed \$2371951 23

History

Details 35-1 11/06/2008 Claim #35 filed by Sterling Savings Bank total amount claimed \$1671951 23 (Schnitzer, Mark)

Details 35-2 03/04/2009 Amended Claim #35 filed by Sterling Savings Bank total amount claimed \$2371951 23 (Schnitzer, Mark)

Details 35-3 03/04/2009 Amended Claim #35 filed by Sterling Savings Bank, total amount claimed \$2371951 23 (Schnitzer, Mark)

Description (35-2) Loan Guarantees

(35-3) Loan Guarantees

Remarks

Claims Register Summary