

Recommend: ☒ Approval☐ Disapproval

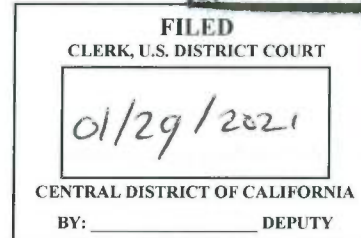
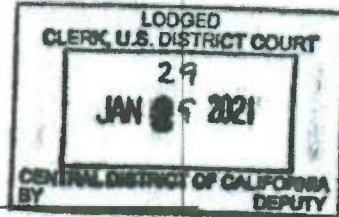
(If disapproval is checked, please complete the bottom of page 2)

☒ Sufficient amount of equity☒ Lot Book Report confirming title (dated on or after date on which surety recorded Deed of Trust)☒ Property Appraisal (assessed value or signed written appraisal of current market value)☒ Recorded Deed of Trust naming the Clerk of the U.S. District Court, herein called BENEFICIARYOn 1/29/2021

(213) 894-0713

Date

Event, -line

By: RICHARD E. ROBINSONSignature: [Signature]UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA

PLAINTIFF,

CASE NUMBER

20-MJ-05936

Hassen Kanyike

DEFENDANT(S)

AFFIDAVIT OF SURETY(IES) (PROPERTY)

I (We), the undersigned surety(ies), state on oath:

That I (we) permanently reside within the jurisdiction of the United States District Court for the Central District of California, or in Marshall California (City, State), at the address(es) [Address]; that I (we) am(are) the legal owner(s) of the property described below and the representations as to my (our) ownership and equity in said property are true and correct;

That I (we) am(are) worth the amount specified in the bond, to wit: \$ 70,000.00 and above my(our) debts and liabilities and exclusive of property exempt from execution.

I (We) further state that I (we) understand the provisions of the bond of the defendant named above for which this affidavit supports and I (we) acknowledge and agree that I (we) my (our) personal representatives are bound, jointly and severally with the defendant and any other sureties, to pay to the United States of America the bond amount specified in the event the bond is forfeited.

I (We) further promise not to transfer or encumber said property until final disposition of this case and exonerated of the subject bond by Order of the Court.

I (We) hereby subject said funds, and agree to be bound as a condition of this bond, by the provisions of Local Criminal Rule 46-6, as set forth below in this document.

I (We) understand that it is my (our) obligation to inform the Court and counsel of any change in residence address or employment of the defendant immediately upon such a fact becoming known to me (us).

I (We) further agree and understand that, unless otherwise ordered by the Court, the bond for which this affidavit is submitted is a continuing bond (including any proceeding on appeal or review) which shall continue in full force and effect until such time as the undersigned is (are) duly exonerated by Order of the Court.

LOCAL CRIMINAL RULE 46-6 - BOND - SUMMARY ADJUDICATION OF OBLIGATION

A bond of undertaking presented for filing shall contain consent and agreement of the principal and surety that in case of default or continuance on the part of the principal or surety, the Court may upon ten (10) days notice proceed and summarily render a judgment in accordance with the obligation undertaken and issue a writ of execution upon such judgment. An indigent or party in interest seeking a judgment on a bond or undertaking shall proceed by Motion for Summary Adjudication of Obligation and Execution. Service may be made on corporate surety as provided in 31 U.S.C. §9306.

AFFIDAVIT OF SURETY(IES) (PROPERTY)

Address and description of property:

19845 Ellis Henry Ct., New Hall, CA 91321

A.P.N. 2842-036-001 See attached. Exhibit A "Legal Description"

Each surety must indicate the form in which title to property is held and if there are other title holders, each must sign as surety and furnish pertinent information.

Hassan Shaban Kanyike

Print Name of Surety

19845 Ellis Henry Ct.

Address of Surety

XXX-XX-8928

Social Security Number (Last 4 digits only)

New Hall, CA 91321

City, State, Zip Code

☒ Sole Holder or Owner☐ Tenancy in Common☐ Joint Tenancy☐ Other: _____Percentage of
Interest of Surety % 100Present Fair Market
Value of Property \$ 705,000.00
(supporting documentation attached)Total Amount of
Encumbrances and/or All Liens \$ 631,169.07
(list below separately)Lakeview Loan Servicing LLCName of Holder of 1st EncumbranceP.O. Box 8068 Virginia Beach, VA 23450

Address, City, State, Zip Code

Name of Holder of 2nd Encumbrance

Address, City, State, Zip Code

Name of Holder of 3rd Encumbrance

Address, City, State, Zip Code

Total Equity \$ 73,830.93
(after deduction of encumbrance/liens)Homesteaders ☐ Yes ☒ No
Exemption Filed?

Amount of Exemption \$ _____

Number of other bonds or undertakings

Amount of other bonds or undertakings

Has the indicated property previously been USED as collateral? ☐ Yes ☒ No

If yes, list: _____

Was appraisal given by a LICENSED appraiser? ☒ Yes ☐ No. If not, what was basis of appraisal? _____

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 30 Day of December 2020Hassan Shaban Kanyike
Signature of SuretySelf- Hassan Shaban Kanyike
Relationship of Surety

Signature of Surety

Relationship of Surety

Above Surety Approved: _____

Alicia L. Rosenberg
United States Magistrate JudgeDated: January 29, 2021

RECOMMEND DISAPPROVAL OF THIS BOND FOR THE FOLLOWING REASON(S):

- ☐ Discrepancy in title documentation ☐ Insufficient documentation to establish value of property
☐ Amount of liens and/or encumbrances reduces value of property to less than required amount
☐ Other (Explain): _____

Dated: _____

Assistant U.S. Attorney

AFFIDAVIT OF SURETY(IES) (PROPERTY)

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lot 1 of Tract No. 48892, in the City of Santa Clarita, County of Los Angeles, State of California, as per map recorded in Book 1279 Pages 81 to 89 Inclusive of Maps, in the Office of the County Recorder of said County.

Excepting therefrom, one-half of all oil, gas, hydrocarbons and other mineral rights in the Lot below 500 feet, without the right to enter upon the Lot to explore for and remove such substances, as reserved by John Metha and Alberta Metha, Husband and Wife, in the Deed recorded November 14, 1966 as Instrument No. 338, in Book D3479, Page 866, Official Records of said County.

Also excepting therefrom,

A. All remaining oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "Subsurface Resources"); and

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Lot, including the right to whipstock or directionally drill and mine from lands other than the Lot, wells, tunnels and shafts into, through or across the subsurface of the Lot, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Lot, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper five hundred (500) feet of the subsurface of the Lot, as reserved in the deed recorded March 30, 2006 as Instrument No. 06-0678208.

Parcel 2:

Nonexclusive easements for access, drainage, encroachment, maintenance, repair, and for other purposes, all as may be shown on the Map, and as described in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Canyon Gate (together with any amendment thereto, collectively, the "Declaration"), recorded on July 29, 2004, as Instrument No. 04-1944645, and the Notice of Addition and Supplemental Declaration of Covenants, Conditions and Restrictions for Canyon Gate (Phase 11) (together with any amendment thereto, collectively, the "Notice"), recorded on May 18, 2005, as Instrument No. 05-1169163, both in Official Records of Los Angeles County, California.

APN: 2842-036-001