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Recording requested by:
and when recorded mail to:

Downtown Rebound Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2052

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DOWNTOWN REBOUND PROGRAM (DRP)

November 2000 NOFA

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

LOAN NUMBER 00-DRP-_____

THIS DEED OF TRUST is made this _____ day of _____, 20____,
by _____, a _____
(the "Borrower"), whose address is listed herein, to _____, as
trustee (the "Trustee"), whose address is _____, California,
for the benefit of the California Department of Housing and Community
Development (the "Lender"), whose mailing address is Attention: Downtown
Rebound Program, P.O. Box 952054, Sacramento, CA 94252-2054, and whose
principal place of business is 1800 Third Street, Sacramento, CA 95814 .

- A. Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the property located in the County of _____, State of California and described in Exhibit A, attached hereto and made a part hereof, which has the address of _____, California (the "Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject,

however, to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating equipment, cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, Venetian blinds and other furnishings, now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property"; and together with all accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds arising from or related to the Property; together with all replacements, proceeds, additions and accessions to the foregoing, which shall be deemed to be and remain a part of the Property and covered by this Deed of Trust.

- B. The interests herein conveyed are for the purpose of securing to Lender (i) the repayment of the indebtedness evidenced by Borrower's note dated of even date herewith (the "Note"), in the principal sum of _____ dollars (\$_____), or such lesser amount as shall equal the aggregate amount disbursed to or on behalf of Borrower by Lender, with interest thereon, if any, providing for full payment, due and payable as specified therein; (ii) the performance of the covenants and agreements of Borrower herein contained, or contained in the Note; and (iii) any other obligation or other evidence of indebtedness of Borrower to Lender now or hereafter created, whether acquired by assignment from third parties, or otherwise, where such obligation specifically recites that it is secured by this Deed of Trust.
1. The Note is evidence of the loan made by Lender to Borrower (the "Loan") pursuant to the Downtown Rebound Program (the "Program") for the development on and as part of the Property of a rental housing development (the "Development"). The Program is established and governed by chapter 18 of part 2 of division 31 of the California Health and Safety Code, commencing with section 50898.2, all as amended and in effect from time to time.
 2. The Loan is further subject to the provisions of a Standard Agreement, Development Agreement, and Regulatory Agreement, all between Lender and Borrower, and all of which collectively are

referred to herein as the "Loan Documents." The Loan Documents, among other things, govern, regulate and restrict (i) the development and construction of the Development, and (ii) the continued occupancy, operation, management and ownership of the Development for the period of time as set forth in the Regulatory Agreement. The Regulatory Agreement shall be recorded in the office of the county recorder for the county described above as the location for the Property as a separate and independent lien on the Property pursuant to section 50675.8 of the Health and Safety Code.

3. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any liens, encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy accepted by Lender insuring Lender's interest in the Property.

NOW, THEREFORE, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note. Lender shall apply all payments received by Lender under the Note in the order as indicated in the Note.
2. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall pay when due all encumbrances, charges, and liens, on the Property or any portion thereof and payments on notes or other obligations secured by an interest in the Property or any portion thereof, with interest in accordance with the terms thereof. Borrower shall have the right to contest in good faith any claim or lien, or payment due thereunder, provided that Borrower does so diligently and without prejudice to Lender.
3. Leasehold Estate. If the estate conveyed in trust by this Deed of Trust is a leasehold, Borrower agrees to fulfill all its obligations under the lease creating such leasehold. Borrower further agrees that it shall not enter into or agree to any termination, modification or amendment to such lease without the prior written approval of Lender.

4. Hazard Insurance.

- a. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss from fire or hazards under a policy approved by Lender, which provides "special form" coverage in an amount at least equal to the replacement value of the improvements. If said improvements, or any part thereof, are at any time during the term of the Loan or Regulatory Agreement designated as being located within a one-hundred year flood plain by the Federal Emergency Management Agency (FEMA), Borrower shall further keep said improvements insured against loss by flood to eighty percent (80%) of replacement cost. In addition, Borrower shall insure against loss of all furniture, equipment and other personal property owned by Borrower related to the operation of the Property as a rental housing development, against loss of rents and all other coverage required under the terms of the Regulatory Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Lender.
- b. All insurance policies and renewals thereof shall be with loss payable to the Lender. Lender shall have the right to hold the policies and renewals thereof (or copies thereof), and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
- c. Unless Lender and Borrower otherwise agree in writing, any proceeds which shall be applied pursuant to paragraph 10 shall not extend or postpone the due date of the payment or payments specified in the Note or change the amount of such payment or payments. If the Property is acquired by Lender by foreclosure or otherwise, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.
- d. All insurance coverage required by this paragraph 4, paragraph 5 below, and under the terms of the Regulatory Agreement shall be maintained for the full term of the Loan and the Regulatory Agreement at Borrower's expense. In the event the Borrower fails to maintain insurance coverage, Lender may purchase insurance in

such amounts and in such coverages as it may elect and all amounts paid therefor shall be secured by this Deed of Trust and shall bear interest and be subject to the provisions of paragraph 7 below. Purchase of insurance by the Lender shall not be considered a waiver by Lender of any right or remedy under this Deed of Trust.

5. Liability Insurance. Borrower shall keep general liability insurance for the Property in the amount and type as required by Lender. The insurance carrier shall be chosen by the Borrower subject to approval by the Lender, provided, that such approval shall not be unreasonably withheld. Borrower shall pay all premiums. Lender shall be named as an additional loss payee.

6. Maintenance of the Property. Borrower agrees:
 - a. To keep the Property in a decent, safe, sanitary, rentable and tenantable condition and repair and permit no waste thereof;
 - b. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;
 - c. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated in the Loan Documents or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;
 - d. To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Deed of Trust;
 - e. To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;
 - f. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Lender's prior written consent; and
 - g. Not to alter the use of all or any part of the Property without prior written consent of the Lender.

7. Protection of Lender's Security.
- a. Borrower shall appear and defend any action or proceeding purporting to affect the security hereof or the rights of the Lender. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement for reasonable attorney's fees and entry upon the Property to make repairs.
 - b. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the legal rate of interest. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.
8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower and occupant notice prior to any such inspection.
9. Condemnation.
- a. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, exercise of eminent domain, or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the rights of senior lien holders. The proceeds of such award or claim shall be applied as provided in paragraph 10 below.
 - b. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds of any award to the sums secured by this Deed of Trust.

- c. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of payment or payments specified in the Note or change the amount of such payment or payments.
10. Awards and Damages. All judgments, awards of damages, settlements, claims paid and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property or any part thereof by insured casualty; and (c) any other taking, injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Lender. The Lender is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Lender shall determine at its option. The Lender shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Lender may be released to Borrower upon such conditions as the Lender may impose for its disposition. Application of all or any part of the amounts collected and received by the Lender or the release thereof shall not cure or waive any default under this Deed of Trust. Any and all rights granted to Lender by this paragraph shall specifically be subject to the rights of the holders of senior liens and encumbrances, approved by Lender.
11. Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.
 - a. This Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of Lender as secured party for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants the Lender a security interest in said items. This Deed of Trust is filed as a fixture filing and covers goods, which are or are to become fixtures. The address of the principal place of business of Lender (secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this Deed of Trust. The types or items of collateral are described in paragraph A of this Deed of Trust. Borrower agrees that the Lender may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the

Property. In addition, Borrower agrees to execute and deliver to the Lender, upon the Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as the Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Lender may reasonably require. Without the prior written consent of the Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted by Lender. Upon an acceleration as provided in paragraph 19, the Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at the Lender's option, may also invoke the other remedies provided in this Deed of Trust and Loan Documents as to such items. In exercising any of said remedies, the Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of the Lender's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Deed of Trust, in the Loan Documents, or by law.

- b. Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed in any way as derogating from or impairing this Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.
- c. Similarly, the mention in any such financing statement of (1) compensation for damage to or destruction of the Property by insured casualty, or (2) any judgment, award, or other compensation for a taking of the Property by eminent domain, or (3) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as anywise altering any of the Lender's rights as determined by this Deed of Trust or impugning the priority of the Lender's lien granted hereby or by any other recorded document, but such mention in the financing

statement is declared to be for the protection of the Lender in the event that any court or judge shall at any time hold with respect to (1), (2) or (3) of this paragraph that notice of the Lender's priority of interest to be effective against a particular class of person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.

12. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust. Any extension of time for payment of amounts due under the Note, granted by Lender to Borrower, shall not operate as a waiver or release of Borrower's duties and obligations hereunder or under the Loan Documents.
13. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
14. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
15. Notice. Except for any notice required under applicable law to be given in another manner, any notices, demands or communications between the parties hereto shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested or delivered by express delivery service with delivery receipt, to the address of the respective party as indicated herein, or to such other address as the respective party may have designated by written notice given to the other party in the manner provided herein. Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered, the date on which delivery was refused, or the date on which delivery was attempted.

16. Governing Law; Severability. The laws of the State of California shall govern this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, except as set forth in the Note and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
17. Borrower's Copy. Borrower shall be entitled to a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.
18. Transfer of the Property; Assumption.
- a. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding any exceptions set forth in the Note, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person or entity to whom the Property is to be sold or transferred reach agreement in writing that the loan may be assumed. If Lender has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.
 - b. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 15 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 19 hereof.
19. Acceleration; Remedies.
- a. Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust or the Note, including the covenants to pay when due any sums secured by this Deed of Trust, Lender shall mail notice to Borrower as provided in paragraph 15 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than thirty (30) days from the date the notice is mailed to

Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale.

- b. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.
- c. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.
- d. Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (2) to all sums secured by this Deed of Trust; and (3) the excess, if any, to the person or persons legally entitled thereto.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession.
- a. As additional security hereunder, subject to the rights of senior lien holders, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect such rents as they become due and use them in accordance with the provisions of the Regulatory Agreement.
 - b. Upon acceleration under paragraph 19 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and paragraph 19 shall operate subject to the claims of prior lien holders.
21. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.
22. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
23. Request for Notice. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address.
24. Statement of Obligation. Lender may collect a fee not to exceed Sixty Dollars (\$60) for furnishing a beneficiary statement or payoff demand statement as provided by section 2943 of the Civil Code of California.

25. Use of Property. Borrower shall not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing as of the date first above written.

BORROWER:

BORROWER'ADDRESS:

By: _____

Title: _____

EXHIBIT A TO DEED OF TRUST

LEGAL DESCRIPTION OF THE PROPERTY