

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

516



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 28, 2011

SUBJECT: Relocation Assistance for Displacement from Wallace Street in Rubidoux

RECOMMENDED MOTION: That the Board of Directors:

1. Find and determine that the proposed homebuyer assistance complies with the Agency's obligation to relocate the Figueroa family;
2. Approve the attached Loan Agreement between the Redevelopment Agency for the County of Riverside (Agency) and Fausto Figueroa Loera and Olivia Suarez (Homebuyer);
3. Authorize the Chairman of the Board of Directors to execute said attached agreement; and
4. Authorize the Executive Director, or designee, to take all necessary steps to implement the agreement including, but not limited to, signing subsequent necessary and relevant documents, including any and all closing documents.

BACKGROUND: (Commences on Page 2)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 166,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Redevelopment Low- and Moderate-Income Housing Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: Consent Policy Policy

Per Exec. Ofc.: Consent Policy Policy

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: 2

Agenda Number: 4.4

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 4/27/11
 DATE: 4/27/11
 ANITA C. WILLIS

BACKGROUND:

The homebuyer, who is a very low-income household, had applied to the Home Rehabilitation Program (HRP) for assistance in home repair services. Initial review of the home showed it required substantial repairs and was determined to be uninhabitable due to fire damage. The agency decided to demolish the home and through its Infill Housing Program would create a new infill home. This caused the homebuyer to be displaced and relocated until new construction of the infill home could be completed.

Due to the downturn in the economy, new construction of the infill home became financially infeasible. The agency decided to offer the displaced homebuyer a home loan instead and has been assisting the homebuyer in acquiring a home. The homebuyer has now found a home located at 3672 Riverview Drive, Riverside, CA 92509 (Property), in the community of Rubidoux within the Jurupa Valley Project Area. The home is approximately 1,200 square feet and consists of three bedrooms, two baths, and an attached two car garage.

The agency proposes the attached loan agreement as compliance with our obligation to permanently relocate the Figueroa family. The agency will loan to the homebuyer up to \$166,000 in Redevelopment Low- and Moderate-Income Housing funds (Loan) to be used towards the acquisition and miscellaneous closing costs of the existing single-family home. The loan will be for 45 years and will include a recapture provision. In addition, the home will be restricted to a 45 year affordability covenant.

The homebuyer has agreed to sell his current and vacant real property (Homebuyer Lot) in exchange for principal reduction of the loan. The agency proposes to develop or cause to be developed a new single family home for sale to a qualifying home buyer, upon acquisition of the Homebuyer Lot.

The project is exempt from the California Environmental Quality Act per Section 15301 of the California Code of Regulations.

Agency counsel has reviewed and approved as to form the attached Loan Agreement. Staff recommends that the Board of Directors approve the Loan Agreement.

1 NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

2 RECORDING REQUESTED BY AND
3 WHEN RECORDED MAIL TO:

4 Redevelopment Agency for the
County of Riverside
5 3403 10th Street, Suite 500
Riverside, CA 92501
6 Attn. Der Xiong

7
8 SPACE ABOVE THIS LINE FOR RECORDERS USE

9 **LOAN AGREEMENT BY AND BETWEEN**
10 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
11 **AND**
12 **FAUSTO FIGUEROA LOERA AND OLIVIA SUAREZ**

13 This Agreement is made and entered this _____ day of _____, 2011, by and
14 between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
15 (AGENCY), a public body, corporate and politic and FAUSTO FIGUEROA LOERA AND
16 OLIVIA SUAREZ, husband and wife, as joint homebuyers (HOMEBUYER).

17
18 WITNESSETH:

19 WHEREAS, AGENCY is a redevelopment agency duly created, established and
20 authorized to transact business and exercise its powers, all under and pursuant to the
21 provisions of the California Community Redevelopment Law ("CRL"), which is Part 1 of
22 Division 24 of the California Health and Safety Code (commencing with Section 33000 et
23 seq.); and

24 WHEREAS, AGENCY, pursuant to Section 33334.2 of the California Health and
25 Safety Code, wishes to utilize its Low- and Moderate- Income Housing Set-Aside Funds to
26 improve and increase the supply of affordable housing in the unincorporated areas of the
27 County of Riverside (the "County"); and

28 WHEREAS, California CRL provides that the territorial jurisdiction of a county

1 redevelopment agency is the unincorporated territory in that county; and

2 WHEREAS, the County adopted Ordinance No. 638, on December 23, 1986, a
3 redevelopment plan for an area within the County known as Jurupa Valley Project Area
4 (“Project Area”); and

5 WHEREAS, HOMEBUYER is in need of a affordable home;

6 WHEREAS, HOMEBUYER has applied to the AGENCY for assistance in acquiring
7 affordable housing;

8 WHEREAS, HOMEBUYER qualifies as a very low-income household;

9 WHEREAS, AGENCY agrees to loan HOMEBUYER up to **One Hundred Sixty-Six**
10 **Thousand Dollars (\$166,000)** (AGENCY Loan) in Low and Moderate Income Housing Set-
11 Aside Funds for the acquisition of a single-family home to be occupied by HOMEBUYER, as
12 a principal residence; and

13 WHEREAS, the single-family home is located at 3672 Riverview Drive, Rubidoux, CA
14 92509 with Assessor Parcel Number 179-070-043 (Property) as legally described as:

15 LOT 5 OF TRACT NO. 19169, IN THE COUNTY OF RIVERSIDE, STATE OF
16 CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 6 AND 7, OF MAPS,
17 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; and

18 WHEREAS, the HOMEBUYER wishes to acquire the Property as a principal residence;
19 and

20 WHEREAS, Property is located inside the Jurupa Valley Project Area in the
21 unincorporated community of Rubidoux;

22 WHEREAS, in return for the AGENCY Loan, HOMEBUYER will sell to AGENCY, at
23 a price agreed to between the parties, vacant land owned by HOMEBUYER (HOMEBUYER
24 Lot) located at 3455 Wallace Street, Rubidoux, CA 92509 with Assessor Parcel Number 179-
25 191-012 and legally described as:

26 THE SOUTHERLY 40 FEET OF LOT 4, AND ALL OF LOT 5 OF THE WILSON
27 SUBDIVISION, COUNTY OF RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 21,
28 PAGE 13 OF MAPS OF SAID COUNTY.

1 WHEREAS, AGENCY endeavors to preserve, protect, improve and increase the
2 affordable housing stock and eliminate blight; and

3 WHEREAS, the Project will alleviate blighting condition on Property as set forth in
4 Section 33031 of the California Health and Safety Code; and

5 NOW, THEREFORE, AGENCY and HOMEBUYER mutually agree as follows:

6 **1) PURPOSE of AGREEMENT.**

7 a. AGENCY agrees to provide an AGENCY Loan in an amount not to exceed
8 **One Hundred Sixty-Six Thousand Dollars (\$166,000)** to the
9 HOMEBUYER in order to acquire Property as a principal residence upon
10 the terms and conditions hereinafter provided, as described in **Attachment**
11 **A**, which is incorporated herein by this reference.

12 b. In return for the AGENCY Loan, HOMEBUYER agrees to sell to AGENCY
13 HOMEBUYER Lot, at a price agreed to between the parties.

14 **2) AGENCY'S OBLIGATIONS.** The AGENCY agrees to undertake and complete
15 the following activities:

16 a. Provide a total amount identified in **Section 1** as an AGENCY Loan to
17 HOMEBUYER for acquisition of the Property.

18 b. Reduce the principal of the AGENCY Loan upon AGENCY acquisition of
19 the HOMEBUYER Property.

20 **3) HOMBEBUYER OBLIGATIONS.** HOMEBUYER hereby agrees to undertake
21 and complete the following activities, subject to its receipt of AGENCY Loan:

22 a. Occupancy. The Property will be the HOMEBUYER's principal residence.

23 b. Compliance. The Property shall remain in compliance with all applicable
24 Federal, State, and local codes, laws, regulations and ordinances for the
25 duration of the Agreement.

26 c. Homebuyer Documents. HOMEBUYER will sign and record the following
27 documents:

28 i. A Covenant Agreement, restricting the sale and occupancy of the

1 Property, attached hereto as **Attachment B**, which is incorporated
2 herein by this reference.

3 ii. A Promissory Note, attached hereto as **Attachment C**, which is
4 incorporated herein by this reference.

5 iii. A Deed of Trust, attached hereto as **Attachment D**, which is
6 incorporated herein by this reference.

7 iv. A Request for Notice, attached hereto as **Attachment E**, which is
8 incorporated herein by this reference.

9 v. A Notice of Affordability, which will restrict the affordability of the
10 Property, attached hereto as **Attachment F**, which is incorporated
11 herein by this reference

12 d. Property Insurance. HOMEBUYER shall maintain adequate property
13 insurance, adequate homeowner's insurance and adequate fire insurance
14 upon the close of escrow, with coverage to be no less than the loan amount.

15 e. First-Time Homebuyer Education. HOMEBUYER is required to attend an 8
16 hour home buyer training course approved AGENCY and provide a copy of
17 the home buyer education certificate prior to the close of escrow.

18 f. HOMEBUYER Lot. HOMEBUYER will sell to AGENCY HOMEBUYER
19 Lot in return for the AGENCY Loan at a price agreed to between the parties.

20 i. Upon AGENCY acquisition of the HOMEBUYER Lot, the net
21 proceeds from the sale of the HOMEBUYER Lot will be credited to
22 the AGENCY Loan thus reducing the principal of the AGENCY
23 Loan.

24 ii. There will be no cash payment from the AGENCY for the
25 HOMEBUYER Lot.

26 iii. The term of the sale shall be negotiated and agreed upon by both
27 parties on or before the ten (10) year period.

28 1. In the event that the terms cannot be agreed upon, the

1 HOMEBUYER shall sell the HOMEBUYER Lot on the open
2 market and repay the AGENCY Loan for partial principal
3 reduction from the net proceeds.

4 2. The sale of the HOMEBUYER Lot must be completed within
5 ninety (90) days prior to the expiration of the ten (10) year
6 period.

7 3. All net proceeds must be used to write down the principal of
8 the AGENCY Loan.

9 iv. To effectuate the sale of the HOMEBUYER Lot and the conditions
10 placed upon the HOMEBUYER, the HOMEBUYER and AGENCY
11 mutually agree to record a Deed of Trust with the amount of the
12 AGENCY Loan (\$166,000) less the current appraisal value of the
13 HOMEBUYER LOT (\$30,000) OR \$136,000 on the HOMEBUYER
14 Property as shown in **Attachment D**. In addition, Deed of Trust of
15 \$30,000 will be recorded against the HOMEBUYER Lot as shown in
16 **Attachment H**.

17 1.

18 4) **AGENCY LOAN**. AGENCY shall loan HOMEBUYER an AGENCY Loan for
19 acquisition of the Property under the following terms:

20 a. Term. The term of the AGENCY Loan shall be forty-five (45) years from
21 the close of escrow.

22 b. Principal. The principal of the AGENCY Loan shall be evidenced by a
23 Promissory Note and secured by a Deed of Trust, executed by the
24 HOMEBUYER in favor of the AGENCY in a form satisfactory to the
25 AGENCY.

26 c. Interest. The interest will be at zero percent (0%) per annum.

27 d. Repayment. Repayment will be deferred for the initial first five (5) years
28 from the close of escrow, upon which repayment will commence on the first

1 (1st) month of the sixth (6th) year on the date of the close of escrow. Monthly
2 payments shall be a total of **\$345.83 per month** and shall be due on the 1st
3 of each month. The principal of the loan is to be amortized over forty (40)
4 years at zero percent (0%), as shown in Truth in Lending document, attached
5 hereto as **Attachment G**, which is incorporated herein by this reference,
6 except in the case of default. Adjustments to repayment will be made
7 accordingly upon the sale of the HOMEBUYER Lot or if the
8 HOMEBUYER Lot is not sold within the 10 years.

- 9 e. Prepayment. Prepayment of principal may occur at any time without penalty.
10 The affordability period, however, will remain in full force and effect for
11 forty-five (45) years after the close of escrow.

12 **5) RESALE RESTRICTIONS.**

- 13 a. Recapture Provision. The principal amount of the AGENCY Loan becomes
14 due and must be repaid to the AGENCY upon the sale, transfer, lease or any
15 other disposition, including refinancing or incurring of additional debt
16 secured by the home within the 45 year affordability period.

- 17 **6) MAINTENANCE OF THE PROPERTY.** HOMEBUYER agrees to maintain the
18 improvements, existing or to be constructed, and all landscaping including weed
19 abatement on the Property pursuant to the Regulatory Agreement.

- 20 **7) QUALIFIED HOMEBUYER.** HOMEBUYER shall provide AGENCY evidence
21 to support the following listed information for AGENCY'S review and approval:

- 22 a. Principal Residence. Homebuyer must occupy Property as its primary
23 residence during the Affordability Period.
24 b. Occupancy Standard. All homebuyers must meet the occupancy standard as
25 defined in the Housing Quality Act under 982.401 that states, "The dwelling
26 unit must have at least one bedroom or living/sleeping room for each two
27 persons." Children of opposite sex, other than very young children, may not
28 be required to occupy the same bedroom or living/sleeping room.

1 c. Homebuyer Education. Each homebuyer must receive a certificate of
2 completion evidencing at least eight (8) hours of homebuyer counseling
3 from a HUD-approved housing counseling agency before obtaining a
4 mortgage loan.

5 d. Long Term Affordability. Affordability requirements apply regardless of the
6 term of any loan, mortgage or the transfer of ownership. Affordability
7 requirements are imposed by deed restrictions, but may terminate upon
8 foreclosure or transfer in lieu of foreclosure.

9 **8) NONDISCRIMINATION and NONSEGREGATION**. Pursuant to Health and
10 Safety Code Section 33436, HOMEBUYER covenants by and for itself and any
11 successors in interest that there shall be no discrimination against or segregation of
12 any person or group of persons on account of race, religion, sex, sexual orientation,
13 marital status, nationality, familial status, source of income or disability in the sale,
14 lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor
15 shall HOMEBUYER itself or any person claiming under or through it establish or
16 permit any such practice or practices of discrimination or segregation with reference
17 to the election, location, number, use or occupancy of tenants, lessees, subtenants,
18 sublessees or vendees of the real property. Pursuant to Health and Safety Code
19 Section 33435, HOMEBUYER shall refrain from restricting the sale of Property on
20 the basis of race, religion, sex, sexual orientation, marital status, nationality, familial
21 status, source of income or disability of any person. All such deeds, leases or
22 contracts shall contain or be subject to substantially nondiscrimination.

23 **9) COOPERATION**. HOMEBUYER and AGENCY agree to mutually cooperate and
24 otherwise exercise their best efforts to assist each other in the performance of the
25 duties and obligations described in this Agreement.

26 **10) INDEPENDENT CONTRACTOR**. HOMEBUYER and its agents, servants and
27 employees shall act at all times in an independent capacity during the Term of this
28 Agreement, and shall not act as, shall not be, nor shall they in any manner be

1 construed to be agents, officers, or employees of AGENCY.

2 **11) DEFAULT, REMEDIES AND TERMINATION.**

3 a. Defaults, Right to Cure and Termination.

4 i. Subject to any enforced delay, failure or delay by either party to
5 timely perform any covenant of this Agreement constitutes a default
6 under the Agreement, but only if the party who so fails or delays
7 does not commence to cure, correct or remedy such failure or delay
8 within thirty (30) days after receipt of a written notice specifying
9 such failure or delay, and does not thereafter prosecute such cure,
10 correction or remedy with diligence to completion.

11 ii. The injured party shall give written notice of default to the party in
12 default, specifying the default complained of by the injured party.
13 Except as required to protect against further damages, the injured
14 party may not institute proceedings against the party in default unit
15 thirty (30) days after giving such notice. Failure or delay in giving
16 such notice shall not constitute a waiver of any default, nor shall it
17 change the time of default.

18 iii. Except as otherwise provide in this Agreement, waiver by either
19 party of the performance of any covenant, condition, or promise,
20 shall not invalidate this Agreement, nor shall it be considered a
21 waiver of any other covenant, condition, or promise. Waiver by
22 either party of the time for performing any act shall not constitute a
23 waiver of time for performing any other act or an identical act
24 required to be performed at a later time. The delay or forbearance by
25 either party in exercising any remedy or right as to any default shall
26 not operate as a waiver of any default or of any actions or
27 proceedings, which it may deem necessary to protect, assert, or
28 enforce any such rights or remedies.

1 **12) TERMINATION BY AGENCY OR HOMEBUYER.** AGENCY or
2 HOMEBUYER shall have the right to terminate this Agreement in the event either
3 party fails to perform, keep or observe any of its duties or obligations hereunder;
4 provided however, that AGENCY or HOMEBUYER shall have thirty (30) days in
5 which to correct such breach or default after written notice thereof has been served
6 on it by the other party.

7 **13) INDEMNIFICATION.**

8 a. HOMEBUYER shall indemnify and hold AGENCY, its officers, agents,
9 employees, elected officials and independent contractors free and harmless
10 from any liability whatsoever, based or asserted upon any act or omission of
11 HOMEBUYER, its officers, agents, employees, subcontractors and
12 independent contractors for property damage, bodily injury, or death
13 (HOMEBUYER's employees included) or any other element of damage of
14 any kind or nature, relating to or in any way connected with or arising from
15 its prior use of Property, and HOMEBUYER shall defend, at its expense,
16 including attorney fees, AGENCY, its officers, agents, employees and
17 independent contractors in any legal action based upon such alleged acts or
18 omissions.

19 b. Except as otherwise provided herein, HOMEBUYER represents hat it has
20 inspected Property, accepts the condition thereof and fully assumes any and
21 all risks incidental to the use thereof. AGENCY shall not be liable to
22 HOMEBUYER, its agents, employees, subcontractors or independent
23 contractors for any personal injury or property damage suffered by them
24 which may result from hidden, latent or other dangerous conditions in, on,
25 upon or within Property unknown to AGENCY, its officers, agents or
26 employees.

27 **14) AUTHORITY TO EXECUTE.** The persons executing this Agreement or exhibits
28 attached hereto on behalf of the parties to this Agreement hereby warrant and

1 represent that they have the authority to bind the respective parties to this
2 Agreement to the performance of its obligations hereunder.

3 **15) TIME IS OF THE ESSENCE.** Time is of the essence in all phases of this
4 Agreement referred to herein.

5 **16) NOTICES.** Any notices served by either party upon the other party shall be address
6 to the respective parties as set forth below:

7 AGENCY

HOMEBUYER

8 Executive Director

Fausto Figueroa Loera and Olivia Suarez

9 Redevelopment Agency for the

3672 Riverview Drive

10 County of Riverside

Riverside, CA 92509

11 3403 10th Street, Suite 500

12 Riverside, CA 92501

13 Or to such other addresses as from time to time shall be designated by the respective
14 parties. Notices must be in writing and will be deemed to have been given when
15 personally delivered, sent by facsimile with receipt acknowledged, deposited with
16 any nationally recognized overnight carrier that routinely issues receipts, or
17 deposited in any depository regularly maintained by the United State Postal Service,
18 postage prepaid, certified mail, return receipt required, addressed to the party for
19 whom it is intended as its address set forth above.

20 **17) BINDING OF SUCCESSORS.** The parties hereto, their assigns and successors in
21 interest, shall be bound by all the terms and conditions contained in this Agreement
22 and all of the parties hereto shall be jointly and severally liable hereunder.

23 **18) WAIVER OF PERFORMANCE.** No waiver by AGENCY at any time of any of
24 the terms and conditions of this Agreement shall be deemed or construed as a
25 waiver at any time thereafter of the same or of any other terms or conditions
26 contained herein or of the strict and timely performance of such terms and
27 conditions.

28 **19) APPLICABLE LAW AND SEVERABILITY.** This Agreement shall, in all

1 respects, be governed by the laws of the State of California applicable to agreements
2 executed and to be wholly performed within the State of California. Nothing
3 contained herein shall be construed so as to require the commission of any act
4 contrary to law. Whenever there is any conflict between any provision contained
5 herein and any present or future statute, law, ordinance or regulation the latter shall
6 prevail. All other provisions of this Agreement shall remain in full force and effect.

7 **20) JURISDICTION AND VENUE.** Any action at law or in equity brought by either
8 of the parties hereto for the purpose of enforcing a right or rights provided for by
9 this Agreement shall be tried in a court of competent jurisdiction in the County of
10 Riverside, State of California, and the parties hereby waive all provisions of law
11 providing for a change of venue in such proceedings to any other county.

12 **21) ATTORNEY'S FEES.** In the event of any litigation between AGENCY and
13 HOMEBUYER to enforce any of the provisions of this Agreement or any right of
14 either party hereto, the unsuccessful party to such litigation or arbitration agrees to
15 pay to the successful party all costs and expenses, including reasonable attorney's
16 fees, incurred therein by the successful party, all of which shall be included in and
17 as a part of the judgment or ruling rendered in such litigation or arbitration.

18 **22) PARAGRAPH HEADINGS.** The paragraph headings herein are for the
19 convenience of the parties only, and shall not be deemed to govern, limit, modify or
20 in any manner affect the scope, meaning or intent of the provisions or language of
21 this Agreement.

22 **23) ENTIRE AGREEMENT.**

23 a. This Agreement is intended by the parties hereto as a final expression of
24 their understanding with respect to the subject matter hereof and as a
25 complete and exclusive statement of the terms and conditions thereof and
26 supersedes any and all prior and contemporaneous leases, agreements, and
27 understandings, oral or written, in connection therewith.

28 b. No other agreement oral or written is contemplated or promised by the

1 parties to this AGREEMENT.

2 **24) AGENCY APPROVAL.** This Agreement shall not be binding or consummated
3 until its approval by the AGENCY's Board of Directors.

4 **25) FURTHER ASSURANCES.** Each of the parties hereto shall execute and deliver
5 any and all additional papers, documents, and other assurances, and shall do any and
6 acts and things reasonably necessary in connection with the performance of their
7 obligations hereunder and to carry out the intent of the parties hereto.

8 **26) MODIFACTIONS OR AMENDMENTS.** No amendment, change or modification
9 of this Agreement shall be valid unless in writing, stating that it is an amendment to
10 this Agreement and signed by all the parties thereto.

11 **27) NO OBLIGATIONS TO THIRD PARTIES.** The execution and delivery of this
12 Agreement shall not be deemed to confer any rights upon, or obligate either of the
13 parties thereto, to any person or entity other than each other.

14 **28) NUMBER AND GENDER.** In this Agreement, whenever, the context so requires,
15 the masculine gender includes the feminine and or neuter, and vice versa, and the
16 singular number includes the plural.

17 **29) EXPENSES.** Except as expressly otherwise provided herein, the parties shall pay
18 their own costs and expenses in connection with the negotiation, execution and
19 delivery of this Agreement.

20 **30) PERFORMANCE OF ACTS ON BUSINESS DAYS.** In the event that the final
21 date of payment for any amount of performance of any act hereunder falls on a
22 Saturday, Sunday or holiday, such payment may be made or act performed on the
23 next succeeding business day.

24 **31) ASSIGNMENT.** HOMEBUYER shall not make any sale, assignment, conveyance,
25 or transfer in any other form with respect to this Agreement or the Project, other
26 than the sale of Property as set forth in this Agreement.

27 **32) EXHIBITS AND ATTACHMENTS.** Each of the attachments and exhibits
28 attached hereto is incorporated herein by this reference.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
2 date first above written.

3
4 **AGENCY:**

5 REDEVELOPMENT AGENCY
6 FOR THE COUNTY OF RIVERSIDE

HOMEBUYER:

7 FAUSTO FIGUEROA LOERA
8 AND OLIVIA SUAREZ

9 By: _____
10 BOB BUSTER, Chairman
11 Board of Directors

By: Fausto Figueroa Loera
12 FAUSTO FIGUEROA LOERA
13 Homebuyer

14 Date: _____

15 APPROVED AS TO FORM:

16 PAMELA J. WALLS
17 Agency Counsel

By: Olivia Suarez
18 OLIVIA SUAREZ
19 Homebuyer

20 By: Anita C. Willis
21 ANITA C. WILLIS, Deputy

22 Date: _____

23 ATTEST:

24 KECIA HARPER-IHEM
25 Clerk of the Board

26 By: _____
27 Deputy

28 (All signatures on this page need to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 of Notary Public

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 of Notary Public

Place Notary Seal Above

ATTACHMENT A

PROJECT DESCRIPTION

PROJECT DESCRIPTION

Homebuyer: Fausto Figueroa Loera and Olivia Suarez
Address: 5375 37th Street, Riverside, CA 92509
Project Title: Figueroa Home Loan

Location: 3672 Riverview Drive, Rubidoux, CA 92509
APN 179-070-043

Legal Description: LOT 5 OF TRACT NO. 19169, IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157
PAGES 6 AND 7, OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

Project Description: Homebuyer intends to utilize up to \$166,000 in Redevelopment Low- and Moderate-Income Housing funds ("RDA funds") to be used towards the acquisition of a single-family home, which is reserved for a qualified very low-income household who are first-time homebuyers.

The home is approximately 1,200 square feet and consists of three bedrooms, 2 baths, and an attached two car garage. The home will be restricted to a 45 year affordability covenant.

In return for the RDA funds, the Homebuyer will sell to Agency Homebuyer owned vacant land at 3455 Wallace Street, Rubidoux, CA 92509. The proceeds from the sale of the vacant land will be applied towards the loan for the RDA funds to reduce the principal.

The Project is exempt from the California Environmental Quality Act per Section 15301 of the California Code of Regulations.

Project Sources and Uses of Fund:

Sources:

Redevelopment Agency for the County of Riverside - Loan	\$166,000
<u>Fausto Figueroa Loera and Olivia Suarez Contribution</u>	<u>\$ 500</u>
Total Sources	\$166,500

Uses:

Acquisition of Property	\$164,000
<u>Escrow and Miscellaneous Closing Fees</u>	<u>\$ 2,500</u>
Total Costs	\$166,500

Implementation Schedule

Milestone

Completion Date

- | | |
|----------------------------|------------------------|
| 1. Loan Agreement Executed | April 26, 2011 |
| 2. Close of Escrow | May 30, 2011 or sooner |

ATTACHMENT B
COVENANT AGREEMENT

1 6103 Government Code
2 Order No.
3 Escrow No.
4 Loan No.

5 RECORDING REQUESTED BY AND
6 WHEN RECORDED MAIL TO:
7 Redevelopment Agency for the
8 County of Riverside
9 3403 10th Street, Suite 500
10 Riverside, CA 92507
11 Attn: Der Xiong

12 SPACE ABOVE THIS LINE FOR RECORDERS USE

13
14
15 **AGREEMENT CONTAINING COVENANTS**
16 **AFFECTING REAL PROPERTY**

17 *3672 Riverview Drive, Riverside, CA 92509, APN 179-070-043*

18 This Covenant Agreement is made this _____ day of _____, 2011, by and
19 between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public
20 body, corporate and politic (AGENCY) and the FAUSTO FIGUEROA LOERA AND
21 OLIVIA SUAREZ, husband and wife, as joint homebuyers (HOMEBUYER), with respect to
22 the following recitals:

23 **RECITALS**

24 A. On _____, 2011, AGENCY and HOMEBUYER entered into certain
25 Loan Agreement with the purpose of AGENCY loaning HOMEBUYER a loan to acquire
26 property as a principal residence.

27 B. The parcel described below is the Property as defined in the Loan Agreement
28 dated _____, 2011, by and between AGENCY and HOMEBUYER and as specifically
identified and described by the following legal description:

1. Legal Description of the Property. Real property in the unincorporated area of
the County of Riverside, State of California, with Assessor Parcel Number 179-
070-043 and described as follows:

LOT 5 OF TRACT NO. 19169, IN THE COUNTY OF RIVERSIDE, STATE

1 OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 6 AND
2 7, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
3 COUNTY.

4 C. Pursuant to the Loan Agreement, AGENCY has agreed to require
5 HOMEBUYER to restrict the sale and occupancy of the Property.

6 NOW, THEREFORE, in consideration of the mutual covenants and agreements
7 contained in the Loan Agreement, and for other good and valuable consideration, the receipt
8 and sufficiency of which are hereby acknowledged, HOMEBUYER hereby declares as
9 follows with regard to the Property described in this Covenant Agreement, which declaration
10 shall run with the land for the benefit of AGENCY as follows:

11 1. **RESTRICTIONS.** For a period of forty-five (45) years from the date of the close of
12 escrow for the Property (Affordability Period), for itself and on behalf of its successors
13 and assigns with regard to such Property, the following:

14 a. **Recapture Provision.** The Property must remain affordable for a period of forty-five
15 (45) years from the close of escrow.

16 i. Repayment will be deferred for the initial first five (5) years from the close of
17 escrow, upon which repayment will commence on the first (1st) month of the sixth
18 (6th) year on the date of the close of escrow.

19 ii. The principal amount of the AGENCY Loan becomes due and must be repaid to
20 the AGENCY upon the sale, transfer, lease or any other disposition, including
21 refinancing or incurring of additional debt secured by the home, within the 45
22 year affordability period.

23 iii. The AGENCY Loan and obligations are forgiven upon the completion of the
24 affordability period.

25 2. **MAINTENANCE OF THE IMPROVEMENTS.** HOMEBUYER, on behalf of itself
26 and its successors, assigns, and each successor in interest to the Property or any part
27 thereof hereby covenants to and shall protect, maintain, and preserve Property in
28 compliance with all applicable federal and state law and regulations and local ordinances.

1 **3. NONDISCRIMINATION.** HOMEBUYER covenants by and for itself and any
2 successors in interest that there shall be no discrimination against or segregation of any
3 person or group of persons on account of race, religion, sex, sexual orientation, marital
4 status, nationality, familial status, source of income or disability in the sale, lease,
5 sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall
6 HOMEBUYER itself or any person claiming under or through it establish or permit any
7 such practice or practices of discrimination or segregation with reference to the election,
8 location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees
9 of the Property. The foregoing covenants shall run with the land. HOMEBUYER shall
10 refrain from restricting the sale of the Property on the basis of race, religion, sex, sexual
11 orientation, marital status, nationality, familial status, source of income or disability of
12 any person. All such deeds, leases or contracts shall contain or be subject to substantially
13 the following nondiscrimination or no segregation clauses:

14 a. In deeds: "The Grantee herein covenants by and for himself for herself, his or her
15 heirs, executors, administrators and assigns, and all persons claiming under or
16 through them that there shall be no discrimination against or segregation of any
17 person or group of persons on account of race, religion, sex, sexual orientation,
18 marital status, nationality, familial status, source of income or disability in the sale,
19 lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein
20 conveyed, nor shall the grantee himself or herself nor any person claiming under or
21 through him or her establish or permit any such practice or practices of discrimination
22 or segregation with reference to the selection, location, numbers use or occupancy of
23 tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The
24 foregoing covenants shall run with the land."

25 b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs,
26 executors, administrators, and assigns, and all persons claiming under or through him
27 or her, and this lease is made and accepted upon and subject to the following
28 conditions:

1 i. There shall be no discrimination against or segregation of any person or group of
2 persons on account of race, religion, sex, sexual orientation, marital status,
3 nationality, familial status, source of income or disability in the leasing, subleasing,
4 transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor
5 shall the lessee himself or herself, or any person claiming under or through him or
6 her, establish or permit any such practice or practices of discrimination or
7 segregation with reference to the selection, location, number, use or occupancy of
8 tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

9 c. In contracts: “There shall be no discrimination against or segregation of any person or
10 group of persons on account of race, religion, sex, sexual orientation, marital status,
11 nationality, familial status, source of income or disability in the sale, lease, sublease,
12 transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee
13 himself or herself or any person claiming under or through him or her, establish or
14 permit any such practice or practices of discrimination or segregation with reference
15 to the selection, location, number, use, or occupancy of tenants, lessees, subtenants,
16 sublessees or vendees of the premises.”

17 4. **NOTICES.** All Notices provided for in this Agreement shall be deemed when personally
18 delivered, or two (2) days following mailing by certified mail, return receipt requested.
19 All mailing shall be addressed to the respective parties at their addresses set forth below,
20 or at such other address as each party may designate in writing and give to the other
21 party:

22 **AGENCY**

23 Executive Director
24 Redevelopment Agency for the
25 County of Riverside
3403 10th Street, Suite 500
Riverside, CA 92501

HOMEBUYER

Fausto Figueroa Loera and Olivia Suarez
3672 Riverview Drive
Riverside, CA 92509

26 5. **BINDING EFFECT.** The rights and obligations of this Covenant Agreement shall bind
27 and inure to the benefit of the respective heirs, successors and assigns of the parties.

28 6. **ATTORNEY'S FEES.** If any party hereto brings an action to enforce the terms hereof

1 or declare its rights hereunder, the prevailing party in any such action shall be entitled to
2 its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

3 7. **SEVERABILITY**. In the event that any provision, whether constituting a separate
4 paragraph or whether contained in a paragraph with other provisions, is hereafter
5 determined to be void and unenforceable, it shall be deemed separated and deleted from
6 the agreement and the remaining provisions of this Agreement shall remain in full force
and effect.

7 //
8 //
9 //

10 (END OF AGREEMENT)

11 SIGNATURES ON THE NEXT PAGE
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature _____
Signature of Notary Public

ATTACHMENT C
PROMISSORY NOTE

1 **NOTICE:** This Promissory Note requires repayment of the principal sum if certain events
2 occur.

3 **PROMISSORY NOTE**

4
5 The effective date of this note is:

6 _____, Riverside, California

7
8 Property Address:

9 3672 Riverview Drive, Riverside, CA 92509

10 APN 179-070-043

11 **BORROWER PROMISE TO REPAY**

12
13 FOR VALUE RECEIVED, the undersigned, FAUSTO FIGUEROA LOERA AND
14 OLIVIA SUAREZ, husband and wife, hereafter called "Borrower," hereby jointly and severally
15 promise to pay to the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a
16 public body, hereafter called "Lender," or to Lender's order, the sum total of **ONE HUNDRED**
17 **SIXTY-SIX THOUSAND DOLLARS (\$166,000)**, secured by a Deed of Trust, at such place as
18 Lender may designate, in lawful money of the United States of America as hereafter set forth.

19
20 1) **DEFINITIONS.** The following definitions shall apply throughout this Promissory Note:

- 21 a) **Borrower Lot.** Borrower owned vacant lot located at 3455 Wallace Street, Rubidoux, CA
22 92509 with Assessor Parcel Number 179-191-012.
- 23 b) **Deferred Loan Amount.** Principal Sum of the Promissory Note.
- 24 c) **Fair Return of Investment.** The actual down payment amount whether subsidized or paid
25 with cash, all principal payment amount and the demonstrated / documentable costs of
26 any major property improvement costs paid by the Borrower.
- 27 d) **Lender.** Redevelopment Agency for the County of Riverside.
- 28

- 1 e) Property. The real property described in **Exhibit A** attached to this Promissory Note and
2 made a part hereof.
- 3 f) Promissory Note. Herein referred to as "Note."
- 4 g) Sale or Transfer. Any sale, transfer, lease, cash-out refinance or family trusts transfer of
5 any part of the Property will permit Lender to exercise a due-on-sale clause.

6 **TERMS**

- 7 1) **INTEREST**. This Note does not bear interest.
- 8 2) **TIME OF PAYMENT**. Payment will be deferred for the initial first five (5) years from the
9 close of escrow, upon which payment will commence on the first (1st) month of the sixth (6th)
10 year on the date of the close of escrow, which is _____, 2011. Monthly payments shall
11 be a total of **\$345.83 per month** and shall be due on the 1st of each month. Should the sale of
12 the Borrower Lot occur within the first ten (10) years then the monthly payment will be
13 adjusted accordingly. The principal of the loan is to be amortized over forty (40) years at
14 zero percent (0%), except in the case of default. The term of this Note extends until the
15 Borrower sells the Property designated on the accompanying Deed of Trust. Provided that the
16 Borrower continues to occupy the Property as their principal residence, the principal sum, as
17 described in the accompanying Deed of Trust, shall be repaid upon the sale of the Property.
18 Sale of the Property will trigger recapture of the principal, as described in the accompanying
19 Deed of Trust. Lender will constitute a transfer to be a sale, or otherwise conveyed, by
20 operation of law or otherwise. No delay or omission on the part of the Lender shall operate as
21 a waiver of such right of repayment or of any other right of this Note. The principal sum of
22 this Note shall be due and payable on or before the date provided by the Lender in the Notice
23 of Acceleration, which shall not be less than thirty (30) days, if all or any part of the Property
24 or any interest in it is sold without the prior written consent of the Lender. The Lender shall
25 not exercise this right of acceleration if prohibited by federal law as of the date of the Deed
26 of Trust or if the County of Riverside has executed a separate written waiver of this option.
27 The following shall not constitute a transfer:
28

- 1 a) A transfer of the Property from a deceased Borrower to the surviving spouse of the
2 Borrower if the surviving spouse is also called a Borrower;
- 3 b) A transfer of the Property by Borrower to his/her spouse pursuant to which the spouse
4 becomes a co-owner of the Property;
- 5 c) A transfer of the Property resulting from a decree of dissolution of the marriage or legal
6 separation or from a Property settlement agreement incidental to such a decree which
7 require the Borrower to continue to make payments on the Note and by which a spouse
8 who is already a Borrower becomes the sole owner of the Property;
- 9 d) A transfer of the Property to a Borrower to an inter-vivos trust in which the Borrower is
10 the sole beneficiary;
- 11 e) A transfer by means of encumbering the Property with a lien that is a junior lien to the
12 loan to Borrower evidenced by the Deed of Trust.
- 13 f) This Note shall be due and payable in full on the date of any Sale or Transfer that occurs
14 after the date of execution of this Note. Any non-sale transfer will require that an
15 appraiser who is a member of the American Institute of Real Estate Appraisers or any
16 such equivalent designation establish the fair market value of the Property at the time of
17 transfer.

18 3) **AMOUNT OF PAYMENT.** If and when this Note becomes due pursuant to **Section 2**
19 above, Borrower shall pay to Lender the outstanding Deferred Loan Amount.

20 4) **PREPAYMENT.** Borrower shall have the right at any time to repay this Note without
21 incurring any penalty. Borrower must notify the Lender in writing, in the event of
22 prepayment. The amount payable in full by Borrower shall be the entire Deferred Loan
23 Amount.

24 5) **FORGIVENESS OF NOTE.** Provided that Borrower is not in default under the terms of
25 this Note or Loan Documents, the Note shall be forgiven in its entirety by the Redevelopment
26 Agency for the County of Riverside forty-five (45) years from the date of the close of
27 escrow. Nothing contained in this paragraph shall be construed as a promise by the Lender to
28 forgive or relinquish the right to seek repayment of the Note.

- 1 6) **SECURITY.** A Deed of Trust secures this Note.
- 2 7) **DEFAULT UNDER DEED OF TRUST.** Notwithstanding any other provisions of this
3 Note, if default occurs in any of the covenants or agreements contained in the Deed of Trust
4 securing this Note, this Note shall immediately become due and payable in full at the option
5 of Lender. In the event Lender exercises such option, the amount due and payable shall be
6 the Deferred Loan Amount. Failure by Lender to exercise its option to accelerate in the event
7 of a default shall not constitute waiver of the right to exercise such option in the event of the
8 same or any other default.
- 9 8) **JOINT AND SEVERAL.** The undersigned, if more than one, shall be jointly and severally
10 liable hereunder.
- 11 9) **ATTORNEYS' FEES.** If any default is made hereunder, Borrower further promises to pay
12 reasonable attorneys' fees and costs and expenses incurred by the Lender in connection with
13 any such default or any other action or other proceeding brought to enforce any of the
14 provisions of this Note. The Lender's right to such fees shall not be limited to or by its
15 representation by staff counsel, and such representation shall be valued at customary and
16 reasonable rates for private sector legal services.
- 17 10) **TIME.** Time is of the essence herein.
- 18 11) **AMENDMENTS.** This Note may not be modified or amended except by an instrument in
19 writing expressing such intention executed by the parties sought to be bound thereby, which
20 writing must be so firmly attached to this Note so as to become a permanent part thereof.
- 21 12) **SEVERABILITY.** The covenants of this Note are several. Invalidation of any covenant or
22 any part thereof by law, judgment, or court order shall not affect any other covenant.
- 23 13) **PLACE OF REPAYMENT.** Borrower will make payment of all amounts due to Lender
24 under this Note to Lender at: **3403 10th STREET. SUITE 500, RIVERSIDE,**
25 **CALIFORNIA 92501** or such other address as Lender may designate in writing to
26 Borrower.
- 27 14) **BORROWER'S WAIVERS.** Borrower waives any rights to require the Lender to do
28 certain things. Those things are: (A) to demand payment of amounts due (known as

1 “presentment”); (B) to give notice that amounts due have not been paid (known as “notice of
2 dishonor”); and (C) to obtain an official certification of nonpayment (known as a “protest”).

3 15) **GIVING OF NOTICES.** Any notice that must be given to Borrower under this Note will be
4 given by delivering it or by mailing it by certified mail addressed to Borrower at the Property
5 Address above. Any notice that must be given to the Lender under this Note will be given by
6 mailing it certified mail to the Lender at the address above.

7 16) **LOAN AUTHORITY.**

8 a) **Use of Funds** - To provide Borrower a loan for acquisition of property to ensure that
9 affordable housing is created.

10 b) **Affordability Period** - Time that the Lender is required to recapture the funds based
11 upon the amount of funds provided. The affordability period for this Note is forty-five
12 (45) years from the date of close of escrow. The final maturity date on which this note is
13 forgiven, even if the home has not been sold, is forty-five (45) years from the date of
14 close of escrow.

15 c) **Housing Quality Standards** - The housing unit that is being assisted was inspected by
16 the Lender and meets the physical standards that assure that the housing is free from all
17 health and safety defects at the time of purchase.

18 d) **Disbursement Request** - No funds shall be provided until such time as they are needed
19 for the payment of eligible costs, which is the loan amount.

20 e) **Enforcement of this Agreement (Note)** - The means for the enforcement of the terms
21 and conditions shall be the recordation of a Deed of Trust, which will place a lien against
22 the Property that has been assisted.

23 f) **Duration of this Agreement (Note)** - This Note is in effect for the period of affordability
24 as noted above in **Section 16 (b)**. The final maturity date on which the Note is due, even
25 if the home has not been sold is 45 years from the date of the close of escrow.

26 END OF AGREEMENT

27 (SIGNATURES ON THE NEXT PAGE)

1 BY SIGNING BELOW, THE BORROWER ACCEPT AND AGREE TO THE TERMS
2 CONTAINED IN THIS NOTE.

3
4 **BORROWER**

5
6
7 _____
8 FAUSTO FIGUEROA LOERA

DATE

9
10
11 _____
12 OLIVIA SUAREZ

DATE

13
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28 **(All Signatures On This Page Must Be Notarized)**

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 5 OF TRACT NO. 19169, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 6 AND 7, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 179-070-043

ATTACHMENT D
DEED OF TRUST

1 NO FEE FOR RECORDING PURSUANT
2 TO GOVERNMENT CODE SECTION 6103

3 WHEN RECORDED MAIL TO:
4 Redevelopment Agency
5 for the County of Riverside
6 3403 10th Street, Suite 500
7 Riverside, CA 92501
8 Attention: Der Xiong

9 SPACE ABOVE THIS LINE FOR RECORDERS USE

10 **DEED OF TRUST**

11 THIS DEED OF TRUST ("Security Instrument") is made this _____ day of _____,
12 2011, among the Trustor(s), FAUSTO FIGUEROA LOERA AND OLIVIA SUAREZ,
13 husband and wife, (herein "Borrower"), COUNTY OF RIVERSIDE (herein "Trustee"), and
14 the Beneficiary, which is the REDEVELOPMENT AGENCY FOR THE COUNTY OF
15 RIVERSIDE, a public agency (herein "Lender").

16 BORROWER, in consideration of the indebtedness herein recited and the trust herein
17 created, irrevocably grants and conveys to Trustee, in trust, with the power of sale, the
18 following legally described property located in the County of Riverside, State of California:

19 LOT 5 OF TRACT NO. 19169, IN THE COUNTY OF RIVERSIDE, STATE
20 OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 6
21 AND 7, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
22 SAID COUNTY.

23 APN: 179-070-043

24 which has the address of 3672 Riverview Drive, Riverside, CA 92509 (herein "Property
25 Address").

26 TOGETHER with all the improvements now or hereafter erected on the property, and all
27 easements, rights, appurtenances and rents (subject however to the rights and authorities given
28 herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain

1 a part of the property covered by this Security Instrument; and all of the foregoing, together
2 with said property (or the leasehold estate if this Security Instrument is on a leasehold) are
3 hereinafter referred to as the "Property."

4 TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's
5 Promissory Note dated _____, 2011, and extensions and renewals thereof (herein
6 "Note"), in the principal sum of **ONE HUNDRED THIRTY-SIX THOUSAND DOLLARS**
7 **(\$136,000)**, advanced in accordance and herewith to protect the security of this Security
8 Instrument; and the performance of the covenants and agreements of Borrower herein
9 contained.

10 Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and
11 have the right to grant and convey the Property and that the Property is unencumbered.
12 Borrower warrants and will defend generally the title to the Property against all claims and
13 demands, subject to encumbrances of record.

14 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 15 1) **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal
16 indebtedness evidenced by the Note. If payment of the indebtedness is required due to a Sale
17 of the Property, assuming an open and competitive sale, then repayment shall be made in the
18 following order:
- 19 a. Outstanding principal and interest balance of the Lender's loan; and
 - 20 b. The principal amount of the Beneficiary's loan; and
 - 21 c. Borrower's actual down payment amount whether subsidized or paid with cash; and
 - 22 d. All costs of sale, including broker's commissions, escrow fees, title costs and fees,
23 recording costs, etc.; and
 - 24 e. Costs of any capital improvements to the Property, provided such improvements were
25 approved by the County of Riverside prior to the construction and provided that such
26 improvements have been documented to be to the satisfaction of the County of
27 Riverside.
- 28 2) **Funds for Taxes and Insurance.**

1 a) Subject to applicable law, Borrower shall pay a sum (herein "Funds") equal to (a) yearly
2 taxes and assessments (including condominium and planned unit development
3 assessments, if any) which may attain priority over this Security Instrument, and ground
4 rents on the Property, if any; (b) yearly leasehold payments or ground rents on the
5 Property, if any; (c) yearly premium installments for hazard insurance; (d) yearly
6 premium installments for mortgage insurance, if any. Said payments shall be made on
7 the first day of each month commencing on the date of first payment.

8 b) If the amount of the Funds held by Lender, together with the future monthly installments
9 of Funds payable prior to the due dates of taxes, assessments, insurance premiums and
10 ground rents exceed the amount required to pay said taxes, assessments, insurance
11 premiums and ground rents as they fall due, such excess shall be, at Borrower's option,
12 either promptly repaid to Borrower or credited to Borrower on monthly installments of
13 Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes,
14 assessments, insurance premiums and ground rents as they fall due, Borrower shall pay
15 to Lender any amount necessary to make up the deficiency in one or more payments as
16 Lender may require.

17 c) Upon payment in full of all sums secured by this Security Instrument, Lender shall
18 promptly refund to Borrower any Funds held by Lender. If the Property is sold or the
19 Property is otherwise acquired by Lender, Lender shall apply, no later than immediately
20 prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender
21 at the time of application as a credit against the sums secured by this Security
22 Instrument.

23 3) **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of
24 Borrower's obligations under any mortgage, Deed of Trust or other security agreement with
25 a lien which has priority over this Deed of Trust, including Borrower's covenants to make
26 payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other
27 charges, fines and impositions attributable to the Property, which may attain a priority over
28 this Security Instrument and leasehold payments or ground rents, if any.

1 **4) Hazard Insurance.**

- 2 a) Borrower shall keep the improvements now existing or hereafter erected on the Property
3 insured against loss by fire, hazards included within the term "extended coverage," and
4 such other hazards, including floods or flooding. This insurance shall be maintained in
5 the amount of the loan to secure replacement value during the term of the loan and
6 affordability period.
- 7 b) The insurance carrier providing the insurance shall be chosen by Borrower. All
8 insurance policies and renewals thereof shall include a standard mortgage clause in favor
9 of and in a form acceptable to Lender. Lender shall have the right to hold the policies
10 and renewals thereof, subject to the terms of any mortgage, deed of trust or other
11 security agreement with a lien, which has priority over this Security Instrument. All
12 original policies of insurance required pursuant to the Deed of Trust shall be held by the
13 Borrower; provided, however, Lender shall be named as a loss payee as its interest may
14 appear and shall be named as an additional insured. If Lender requires, Borrower shall
15 promptly give to Lender copies of all receipts of paid premiums and renewal notices. In
16 the event of loss, Borrower shall give prompt notice to the insurance carrier and the
17 Lender. Lender may make proof of loss if not made promptly by the the Borrower.
- 18 c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be
19 applied to restoration or repair of the Property damaged, if the restoration or repair is
20 economically feasible, or Lender's security would be lessened, the insurance proceeds
21 shall be applied to the sums secured by this Security Instrument, whether or not then
22 due, with any excess paid to Borrower.
- 23 d) If the Property is abandoned by Borrower, or if the Borrower fails to respond to Lender
24 within 30 days from the date notice is mailed by Lender to Borrower that the insurance
25 carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and
26 apply the insurance proceeds at Lender's option either to restoration or repair of the
27 Property or to the sums secured by this Security Instrument.

28 **5) Occupancy, Preservation and Maintenance and Protection of the Property.** Borrower

1 shall occupy, establish, and use the Property as the Borrower's principal residence and shall
2 keep the Property in good repair and shall not commit waste or permit impairment or
3 deterioration of the Property and shall comply with the provisions of any lease if this Deed
4 of Trust is on a leasehold.

5 **6) Protection of Lender's Security.**

6 a) If Borrower fails to perform the covenants and agreements contained in this Security
7 Instrument, or if any legal action or proceeding is commenced which materially affects
8 Lender's interest in the Property, then Lender, at Lender's option, upon notice to
9 Borrower, may make such appearances, disburse such sums, including reasonable
10 attorneys' fees, and take such action as is necessary to protect Lender's interest.
11 Lender's actions may include paying any sums secured by a lien, which has priority over
12 this Security Instrument.

13 b) Any amounts disbursed by Lender pursuant to this **Paragraph 6**, with interest thereon,
14 at the Note rate, shall become additional indebtedness of Borrower secured by this
15 Security Instrument. Unless Borrower and Lender agree to other terms of payment, such
16 amounts shall be payable upon notice from Lender to Borrower requesting payment
17 thereof. Nothing contained in this **Paragraph 6** shall require Lender to incur any
18 expense or take any action hereunder.

19 **7) Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the
20 loan secured by this Security Instrument, Borrower shall pay the premiums required to
21 maintain the mortgage insurance in effect.

22 **8) Inspection.** Lender or its agent may make or cause to be made reasonable entries upon and
23 inspections of the Property, provided that Lender shall give Borrower notice prior to any
24 such inspection specifying reasonable cause therefore related to Lender's interest in the
25 Property.

26 **9) Condemnation.**

27 a) The proceeds of any award or claim for damages, direct or consequential, in connection
28 with any condemnation or other taking of the Property, or part thereof, or for

1 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender,
2 subject to the terms of any mortgage, deed of trust or other security agreement with a
3 lien which has priority over this Deed of Trust.

4 b) In the event of a total taking of this Property, the proceeds shall be applied to the sums
5 secured by this Security Instrument, whether or not then due, with any excess paid to the
6 Borrower.

7 **10) Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time
8 for payment or modification of the sums secured by this Security Instrument granted by
9 Lender to any successor in interest of Borrower shall not operate to release, in any manner,
10 the liability of the original Borrower and Borrower's successors in interest. Lender shall not
11 be required to commence proceedings against such successor or refuse to extend time for
12 payment or otherwise modify the sums secured by this Security Instrument by reason of any
13 demand made by the original Borrower and Borrower's successors in interest. Any
14 forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded
15 by applicable law, shall not be a waiver of or preclude the exercise of any such right or
16 remedy.

17 **11) Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants
18 and agreements herein contained shall bind, and the rights hereunder shall inure to, the
19 respective successors and assigns of Lender and Borrower. All covenants and agreements of
20 Borrower shall be joint and several.

21 **12) Notices.** Except for any notice required under applicable law to be given in another manner,
22 (a) any notice to Borrower provided for in this Security Instrument shall be given by
23 delivering it or by mailing such notice by certified mail addressed to Borrower at the
24 Property Address or at such other address as Borrower may designate by notice to Lender as
25 provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's
26 address at: **3403 10th Street, Suite 500, Riverside, CA 92501, Attention: Emilio Ramirez.**
27 Any notice provided for in this Security Instrument shall have been given to Borrower or
28 Lender when given in the manner designated herein.

1 **13) Governing Law; Severability.** The state and local laws applicable to this Security
2 Instrument shall be the laws of the State of California. The foregoing sentence shall not limit
3 the applicability of federal law to this Security Instrument. In the event that any provision or
4 clause of this Security instrument or the Promissory Note conflicts with applicable law, such
5 conflict shall not affect other provisions of this Security Instrument or the Promissory Note
6 which can be given effect without the conflicting provision, and to this end the provisions of
7 this Security Instrument and the Promissory Note are declared to be several. As used herein,
8 "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by
9 applicable law or limited herein.

10 **14) Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and Security
11 Instrument at the time of execution or after recordation hereof.

12 **15) Transfer of the Property or a Beneficial Interest in Borrower.**

13 a) Except for a conveyance to the Trustee under the First Deed of Trust, if all or any part of
14 the Property or any interest in it is sold or transferred without Lender's prior written
15 consent, Lender may, at its option, require immediate payment in full of all sums
16 secured by this Security Instrument. The Lender shall not exercise this option if federal
17 law as of the date of this Security Instrument prohibits the exercise.

18 b) If the Lender exercises this option, Lender shall give Borrower prior written notice of
19 acceleration. The notice shall provide a period of not less than 30 days from the date the
20 notice is delivered or mailed within which the Borrower must pay all sums secured by
21 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of
22 this period, Lender may invoke any remedies permitted by this Security Instrument
23 without further notice or demand on Borrower.

24 **16) Borrower's Right to Reinstate.**

25 a) If Borrower meets certain conditions, Borrower shall have the right to have enforcement
26 of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days
27 before the sale of the Property pursuant to any power of sale contained in this Security
28 Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those

1 conditions are that Borrower: (a) pays Lender all sums which then would be due under
2 this Security Instrument and the Promissory Note as if no acceleration had occurred; (b)
3 cures any default of any other covenants or agreements; (c) pays all expenses incurred in
4 enforcing this Security Instrument, including, but not limited to reasonable attorneys'
5 fees; and (d) takes such action as Lender may reasonably require to assure that the lien
6 of this Security Instrument, Lender's rights in the Property and Borrower's obligation to
7 pay the sums secured by this Security Instrument shall continue unchanged. Upon
8 reinstatement by Borrower, this Security Instrument and the obligations secured hereby
9 shall remain fully effective as if no acceleration had occurred. However, this right to
10 reinstate shall not apply in the case of acceleration.

- 11 b) Notwithstanding, Lender's right to invoke any remedies hereunder, Lender agrees that it
12 will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or
13 exercise any other rights or remedies hereunder until it has given the Lender at least 60
14 days prior written notice.
- 15 c) The Borrower and the Lender agree that whenever the Promissory Note or this Security
16 Instrument gives the Lender the right to approve or consent with respect to any matter
17 affecting the Property or otherwise.

18 **17) Hazardous Substances.**

- 19 a) Borrower shall not cause or permit the presence, use, disposal, storage, or release of any
20 Hazardous Substances on or in the Property. Borrower shall not allow anyone else to do
21 anything affecting the Property that is in violation of any Environmental Law. The
22 preceding two sentences shall not apply to the presence, use, or storage on the Property
23 of small quantities of Hazardous Substances that are generally recognized to be
24 appropriate to normal residential uses and to maintenance of the Property.
- 25 b) Borrower shall promptly give Lender written notice of any investigation, claim, demand,
26 lawsuit or other action by any governmental or regulatory agency or private party
27 involving the Property and any hazardous substance or Environmental Law of which
28 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental

1 or regulatory authority, that any removal or other remediation of any hazardous
2 substance affecting the Property is necessary, Borrower shall promptly take all necessary
3 remedial actions in accordance with Environmental Law. Prior to taking any such
4 remedial action, however, Borrower shall notify the Lender that such remedial action is
5 necessary and shall obtain the Lender's prior written consent for such remedial action.

6 c) As used in this Section, "Hazardous Substances" are those substances defined as toxic or
7 hazardous substances by Environmental Law and the following substances: gasoline,
8 kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides,
9 volatile solvents, materials containing asbestos or formaldehyde, and radioactive
10 materials.

11 d) As used in this Section, "Environmental Law" means federal laws and the laws of the
12 jurisdiction where the Property is located that relate to health, safety and environmental
13 protection.

14 NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

15 **18) Acceleration; Remedies.**

16 a) Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of
17 Trust, including the covenants to pay when due any sums secured by this Security
18 Instrument, Lender prior to acceleration shall give notice to Borrower as provided in
19 **Section 20** hereof specifying: (1) the breach; (2) the action required to cure such breach;
20 (3) a date, not less than 30 days from the date of notice is mailed to Borrower by which
21 such breach must be cured; and (4) that failure to cure such breach on or before the date
22 specified in the notice may result in acceleration of the sums secured by this Security
23 Instrument and sale of the Property. The notice shall further inform Borrower of the
24 right to reinstate after acceleration and the right to bring a court action to assert the
25 nonexistence of a default or any other defense of Borrower to acceleration and sale. If
26 the breach is not cured on or before the date specified in the notice, then Lender, at
27 Lender's option, may declare all of the sums secured by this Security Instrument to be
28 immediately due and payable without further demand and may invoke the power of sale

1 and acceleration of the sums secured by this Security Instrument and sale of the
2 Property.

3 b) Lender shall be entitled to collect all expenses incurred in pursuing the remedies,
4 including, but not limited to, reasonable attorneys' fees and costs of title evidence.

5 c) If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a
6 written notice of the occurrence of an event of default and of Lender's election to cause
7 the Property to be sold and shall cause such notice to be recorded in each county in
8 which the Property or some part thereof is located. Lender or Trustee shall mail copies
9 of such notice in the manner prescribed by applicable law. Trustee shall give public
10 notice of sale to the persons and in the manner prescribed by applicable law. After the
11 lapse of such time as may be required by applicable law, Trustee, without demand on
12 Borrower, shall sell the Property at public auction to the highest bidder at the time and
13 place and under the terms designated in the notice of sale in one or more parcels and in
14 such order as Trustee may determine. Trustee may postpone sale of all or any parcel of
15 the Property by public announcement at the time and place of any previously scheduled
16 sale. Lender or Lender's designee may purchase the Property at any sale.

17 d) Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold
18 without any covenant or warranty, expressed or implied. The recitals in the Trustee's
19 deed shall be prima facie evidence of the truth of the statements made therein. Trustee
20 shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and
21 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys'
22 fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and
23 (c) the excess, if any, to the person or persons legally entitled thereto.

24 **19) Assignment of Rents; Appointment of Receiver; Lender in Possession.**

25 a) As additional security hereunder, Borrower hereby assigns to Lender the rents of the
26 Property, provided that Borrower shall, prior to acceleration or abandonment of the
27 Property, have the right to collect and retain such rents as they become due and payable.
28

1 b) Upon acceleration hereof or abandonment of the Property, Lender, in person, by agent or
2 by judicially-appointed receiver shall be entitled to enter upon, take possession of and
3 manage the Property and to collect the rents of the Property, including those past due.
4 All rents collected by Lender or the receiver shall be applied first to premiums on
5 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this
6 Security Instrument. Lender and the receiver shall be eligible to account only for those
7 rents actually received.

8 20) **Reconveyances.** Upon payment of all sums secured by this Security Instrument, Lender
9 shall request Trustee to reconvey the Property and shall surrender this Security Instrument
10 and all notes evidencing indebtedness secured by this Security Instrument to the Trustee.
11 Trustee shall reconvey the Property without warranty and without charge to the person or
12 persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if
13 any.

14 21) **Substitute Trustee.** Lender, at Lender's option, may from time to time appoint a successor
15 trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by
16 Lender and recorded in the office of the recorder of the county where the Property is
17 located. The instrument shall contain the name of the original Lender, Trustee and
18 Borrower, the book and page where this instrument is recorded and the name and address of
19 the successor trustee. The successor trustee shall, without conveyance of the Property,
20 succeed to all the title, powers and duties conferred upon the Trustee herein and by
21 applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all
22 other provisions for substitution.

23 //

24 END OF AGREEMENT
25 (SIGNATURES ON THE NEXT PAGE)
26
27
28

1
2 BY SIGNING BELOW, the Borrower and Lender accept and agree to the terms and
3 covenants contained in this Security Instrument.
4

5
6 **BORROWER**

7
8
9 _____
10 FAUSTO FIGUEROA LOERA

DATE

11
12 _____
13 OLIVIA SUAREZ

DATE

14
15
16
17
18 **(All Signatures Must Be Notarized)**
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1 REQUEST FOR RECONVEYANCE

2 TO TRUSTEE:

3 The undersigned is the holder of the Note or Notes secured by this Security Instrument (Deed
4 of Trust). Said Promissory Note or Notes, together with all other indebtedness secured by this
5 Security Instrument (Deed of Trust), have been paid in full. You are hereby directed to cancel
6 said Promissory Note or Notes and this Security Instrument (Deed of Trust), which is delivered
7 hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of
8 Trust to the person or persons legally entitled thereto.

9 Dated: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____

Place Notary Seal Above

Signature of Notary Public

ATTACHMENT E
REQUEST FOR NOTICE

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Redevelopment Agency
for the County of Riverside
3403 10th St., Suite 500
Riverside, CA 92501
Attn: Der Xiong

SPACE ABOVE THIS LINE FOR RECORDERS USE

**REQUEST for NOTICE
UNDER SECTION 2924b CIVIL CODE**

In accordance with Civil Code, section 2924b, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. concurrent herewith, in book xxxxxx, page xxxxx, Official Records of RIVERSIDE County, California, and describing land therein as

LOT OF TRACT NO. 19169, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 6 AND 7, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 179-070-043 Property Commonly known as: 3672 Riverview Drive, Riverside, CA 92509

Executed by Fausto Figueroa Loera and Olivia Suarez, husband and wife, as trustor in which Redevelopment Agency for the County of Riverside, a Public Agency is named as Beneficiary, and Redevelopment Agency for the County of Riverside, a Public Agency, as Trustee, be mailed to Redevelopment Agency for the County of Riverside, Housing Division at 3403 10th Street, Suite 500, Riverside, CA 92501.

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.

Dated _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE } S.S.

On _____ before me,

_____ a Notary Public,
personally appeared Tom Fan 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 _____

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

Tom Fan / Principal Development Specialist

(This area for official notarial seal)

Escrow or Loan No. _____

ATTACHMENT F

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND
AND WHEN RECORDED MAIL TO:

Redevelopment Agency
for the County of Riverside
3403 10th Street, Suite 500
Riverside, California 92501
Attn: Der Xiong

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This Notice is to be recorded concurrently with recordation of affordability restriction or within thirty (30) days of recording such document.

In accordance with the California Health and Safety Code Section 33334.3, all new or substantially rehabilitated housing units developed or otherwise assisted, with moneys from the Low- and Moderate-Income Housing Fund, shall remain available at affordable housing cost to, and occupied by, persons and families of low or moderate income and very low-income and extremely low income households for the longest feasible time, but not less than forty-five (45) years for owner-occupied units that are occupied by and affordable to very low- and low-income households.

A Covenant and Restriction with an expiration date not less than forty-five (45) years from the date of the close of escrow is recorded concurrently herewith in the Official Records of Riverside County, California, on the following property at 3672 Riverview Drive, Riverside, CA 92509, APN 179-070-043:

The real property in the County of Riverside, State of California, described as:

LOT 5 OF TRACT NO. 19169, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 6 AND 7, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

Dated _____

Tom Fan, Principal Development Specialist

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

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 _____

Place Notary Seal Above

Signature of Notary Public

ATTACHMENT G

TRUTH IN LENDING

**TRUTH-IN-LENDING
 REGULATION DISCLOSURE STATEMENT**

**FOR THE
 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
 AGENCY LOAN**

Date: _____

<i>Annual Percentage Rate</i>	<i>Finance Charge</i>	<i>Amount Financed</i>	<i>Total of Payments</i>
The cost of your loan as a yearly rate (interest).	The dollar amount the loan will cost you (total accrued interest).	The amount of the Agency Second Loan (the amounts payable under the Promissory Note) provided to you or on your behalf.	The amount you have paid after you have made all payments as scheduled.
0% simple interest	\$0	\$166,000	\$166,000

Creditor: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
 3403 10th Street, Suite 500
 Riverside, California 92501

Borrower: FAUSTO FIGUEROA LOERA AND OLIVIA SUAREZ

Itemization of Amount Financed:

You have the right to receive at this time an itemization of the Amount Financed.

_____ I want an itemization.

_____ I do not want an itemization.

Your Payment Schedule Will Be:

<i>Number of Payments</i>	<i>Amount of Payments</i>	<i>When Payments Are Due</i>
Four Hundred and Eighty (480) monthly payments	<u>\$345.83</u> , payable in monthly installments, with final and last payment to be <u>\$347.43</u>	Repayment will be deferred for the initial first five (5) years from the close of escrow. Repayment is due on the first day of the first month of the sixth (6) year of the date of the close of escrow and on the same day each month thereafter; provided that the loan is subject to acceleration as set forth in the Promissory Note.

Property: You must obtain property insurance in an amount equal to the full replacement value of the structures on the Property and name the Redevelopment Agency for the County of Riverside as a loss payee.

Security: You are giving a security interest in the home you are purchasing which is located at 3672 Riverview Drive, Riverside, CA 92509.

Filing Fees: \$ -0- **Non-Filing Insurance:** \$ -0-

Late Charge: If a payment is late, you will be charged \$ -0-.

Prepayment: If you pay off early, you

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> may | <input type="checkbox"/> may not | have to pay principal, accrued simple interest. |
| <input type="checkbox"/> may | <input checked="" type="checkbox"/> may not | have to pay a penalty. |
| <input type="checkbox"/> may | <input checked="" type="checkbox"/> may not | be entitled to a refund of part of the finance charge. |

Interest Rate: The Agency Loan has a base interest rate that is 0%.

N/A variable. Disclosures about the variable-rate feature have been provided to you earlier.

Assumption: Someone buying your house

X may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

_____ cannot assume the remainder of the mortgage on the original terms.

Demand Feature: This obligation

X [is payable on demand] or [has a demand feature]

_____ [is not payable on demand] or [has no demand feature]

See your loan documents for any additional information about the Loan terms, nonpayment, default and penalties and any required repayment in full before the scheduled date.

ITEMIZATION OF THE AMOUNT FINANCED OF AGENCY LOAN

\$0.00 Amount given to you directly

\$0.00 Amount paid on your account

Amount paid to others on your behalf:

\$0.00 to [credit bureau] [appraiser] [title insurance company] [escrow]

\$0.00 to (name of another creditor)

\$0.00 to (other)

\$0.00 prepaid finance charge

ATTACHMENT H

DEED OF TRUST

FOR

3455 WALLACE STREET, RUBIDOUX, CA 92509

1 NO FEE FOR RECORDING PURSUANT
2 TO GOVERNMENT CODE SECTION 6103

3 WHEN RECORDED MAIL TO:
4 Redevelopment Agency
5 for the County of Riverside
6 3403 10th Street, Suite 500
7 Riverside, CA 92501
8 Attention: Der Xiong

9 SPACE ABOVE THIS LINE FOR RECORDERS USE

10 **DEED OF TRUST**

11 THIS DEED OF TRUST ("Security Instrument") is made this ____ day of _____,
12 **2011**, among the Trustor(s), FAUSTO FIGUEROA LOERA AND OLIVIA SUAREZ,
13 husband and wife, (herein "Borrower"), COUNTY OF RIVERSIDE (herein "Trustee"), and
14 the Beneficiary, which is the REDEVELOPMENT AGENCY FOR THE COUNTY OF
15 RIVERSIDE, a public agency (herein "Lender").

16 BORROWER, in consideration of the indebtedness herein recited and the trust herein
17 created, irrevocably grants and conveys to Trustee, in trust, with the power of sale, the
18 following legally described property located in the County of Riverside, State of California:

19 THE SOUTHERLY 40 FEET OF LOT 4, AND ALL OF LOT 5 OF THE WILSON
20 SUBDIVISION, COUNTY OF RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 21,
21 PAGE 13 OF MAPS OF SAID COUNTY.

22 APN: 179-191-012

23 which has the address of 3455 Wallace Street, Rubidoux, CA 92509 (herein "Property
24 Address").

25 TOGETHER with all the improvements now or hereafter erected on the property, and all
26 easements, rights, appurtenances and rents (subject however to the rights and authorities given
27 herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain
28 a part of the property covered by this Security Instrument; and all of the foregoing, together
with said property (or the leasehold estate if this Security Instrument is on a leasehold) are

1 hereinafter referred to as the "Property."

2 TO SECURE to Lender the repayment of the indebtedness evidenced by a Loan
3 Agreement by and between the Redevelopment Agency for the County of Riverside and Fausto
4 Figueroa Loera and Olivia Suarez on the property located on 3672 Riverview Drive, Rubidoux,
5 CA 92509 with Assessor Parcel Number 179-070-043 dated _____, 2011, and extensions
6 and renewals thereof (herein "Loan Agreement"), in the principal sum of **THIRTY**
7 **THOUSAND DOLLARS (\$30,000)**, advanced in accordance and herewith to protect the
8 security of this Security Instrument; and the performance of the covenants and agreements of
9 Borrower herein contained.

10 Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and
11 have the right to grant and convey the Property and that the Property is unencumbered. Borrower
12 warrants and will defend generally the title to the Property against all claims and demands,
13 subject to encumbrances of record.

14 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 15 1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal
16 indebtedness evidenced by the Note. If payment of the indebtedness is required due to a Sale
17 of the Property, assuming an open and competitive sale, then repayment shall be made as
18 per the Loan Agreement.
- 19 2) **Funds for Taxes and Insurance.**
 - 20 a) Subject to applicable law, Borrower shall pay a sum (herein "Funds") equal to (a) yearly
21 taxes and assessments (including condominium and planned unit development
22 assessments, if any) which may attain priority over this Security Instrument, and ground
23 rents on the Property, if any; (b) yearly leasehold payments or ground rents on the
24 Property, if any; (c) yearly premium installments for hazard insurance; (d) yearly
25 premium installments for mortgage insurance, if any. Said payments shall be made on
26 the first day of each month commencing on the date of first payment.
 - 27 b) If the amount of the Funds held by Lender, together with the future monthly installments
28 of Funds payable prior to the due dates of taxes, assessments, insurance premiums and
ground rents exceed the amount required to pay said taxes, assessments, insurance

1 premiums and ground rents as they fall due, such excess shall be, at Borrower's option,
2 either promptly repaid to Borrower or credited to Borrower on monthly installments of
3 Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes,
4 assessments, insurance premiums and ground rents as they fall due, Borrower shall pay
5 to Lender any amount necessary to make up the deficiency in one or more payments as
6 Lender may require.

7 c) Upon payment in full of all sums secured by this Security Instrument, Lender shall
8 promptly refund to Borrower any Funds held by Lender. If the Property is sold or the
9 Property is otherwise acquired by Lender, Lender shall apply, no later than immediately
10 prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender
11 at the time of application as a credit against the sums secured by this Security
12 Instrument.

13 3) **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of
14 Borrower's obligations under any mortgage, Deed of Trust or other security agreement with
15 a lien which has priority over this Deed of Trust, including Borrower's covenants to make
16 payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other
17 charges, fines and impositions attributable to the Property, which may attain a priority over
18 this Security Instrument and leasehold payments or ground rents, if any.

19 4) **Hazard Insurance.**

20 a) Borrower shall keep the improvements now existing or hereafter erected on the Property
21 insured against loss by fire, hazards included within the term "extended coverage," and
22 such other hazards, including floods or flooding. This insurance shall be maintained in
23 the amount of the loan to secure replacement value during the term of the loan and
24 affordability period.

25 b) The insurance carrier providing the insurance shall be chosen by Borrower. All
26 insurance policies and renewals thereof shall include a standard mortgage clause in favor
27 of and in a form acceptable to Lender. Lender shall have the right to hold the policies
28 and renewals thereof, subject to the terms of any mortgage, deed of trust or other

1 security agreement with a lien, which has priority over this Security Instrument. All
2 original policies of insurance required pursuant to the Deed of Trust shall be held by the
3 Borrower; provided, however, Lender shall be named as a loss payee as its interest may
4 appear and shall be named as an additional insured. If Lender requires, Borrower shall
5 promptly give to Lender copies of all receipts of paid premiums and renewal notices. In
6 the event of loss, Borrower shall give prompt notice to the insurance carrier and the
7 Lender. Lender may make proof of loss if not made promptly by the Borrower.

8 c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be
9 applied to restoration or repair of the Property damaged, if the restoration or repair is
10 economically feasible, or Lender's security would be lessened, the insurance proceeds
11 shall be applied to the sums secured by this Security Instrument, whether or not then
12 due, with any excess paid to Borrower.

13 d) If the Property is abandoned by Borrower, or if the Borrower fails to respond to Lender
14 within 30 days from the date notice is mailed by Lender to Borrower that the insurance
15 carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and
16 apply the insurance proceeds at Lender's option either to restoration or repair of the
17 Property or to the sums secured by this Security Instrument.

18 **5) Occupancy, Preservation and Maintenance and Protection of the Property.** Borrower
19 shall occupy, establish, and use the Property as the Borrower's principal residence and shall
20 keep the Property in good repair and shall not commit waste or permit impairment or
21 deterioration of the Property and shall comply with the provisions of any lease if this Deed
22 of Trust is on a leasehold.

23 **6) Protection of Lender's Security.**

24 a) If Borrower fails to perform the covenants and agreements contained in this Security
25 Instrument, or if any legal action or proceeding is commenced which materially affects
26 Lender's interest in the Property, then Lender, at Lender's option, upon notice to
27 Borrower, may make such appearances, disburse such sums, including reasonable
28 attorneys' fees, and take such action as is necessary to protect Lender's interest.

1 Lender's actions may include paying any sums secured by a lien, which has priority over
2 this Security Instrument.

3 b) Any amounts disbursed by Lender pursuant to this **Paragraph 6**, with interest thereon,
4 at the Note rate, shall become additional indebtedness of Borrower secured by this
5 Security Instrument. Unless Borrower and Lender agree to other terms of payment, such
6 amounts shall be payable upon notice from Lender to Borrower requesting payment
7 thereof. Nothing contained in this **Paragraph 6** shall require Lender to incur any
8 expense or take any action hereunder.

9 7) **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the
10 loan secured by this Security Instrument, Borrower shall pay the premiums required to
11 maintain the mortgage insurance in effect.

12 8) **Inspection.** Lender or its agent may make or cause to be made reasonable entries upon and
13 inspections of the Property, provided that Lender shall give Borrower notice prior to any
14 such inspection specifying reasonable cause therefore related to Lender's interest in the
15 Property.

16 9) **Condemnation.**

17 a) The proceeds of any award or claim for damages, direct or consequential, in connection
18 with any condemnation or other taking of the Property, or part thereof, or for
19 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender,
20 subject to the terms of any mortgage, deed of trust or other security agreement with a
21 lien which has priority over this Deed of Trust.

22 b) In the event of a total taking of this Property, the proceeds shall be applied to the sums
23 secured by this Security Instrument, whether or not then due, with any excess paid to the
24 Borrower.

25 10) **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time
26 for payment or modification of the sums secured by this Security Instrument granted by
27 Lender to any successor in interest of Borrower shall not operate to release, in any manner,
28 the liability of the original Borrower and Borrower's successors in interest. Lender shall not

1 be required to commence proceedings against such successor or refuse to extend time for
2 payment or otherwise modify the sums secured by this Security Instrument by reason of any
3 demand made by the original Borrower and Borrower's successors in interest. Any
4 forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded
5 by applicable law, shall not be a waiver of or preclude the exercise of any such right or
6 remedy.

7 **11) Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants
8 and agreements herein contained shall bind, and the rights hereunder shall inure to, the
9 respective successors and assigns of Lender and Borrower. All covenants and agreements of
10 Borrower shall be joint and several.

11 **12) Notices.** Except for any notice required under applicable law to be given in another manner,
12 (a) any notice to Borrower provided for in this Security Instrument shall be given by
13 delivering it or by mailing such notice by certified mail addressed to Borrower at the
14 Property Address or at such other address as Borrower may designate by notice to Lender as
15 provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's
16 address at: **3403 10th Street, Suite 500, Riverside, CA 92501, Attention: Emilio Ramirez.**
17 Any notice provided for in this Security Instrument shall have been given to Borrower or
18 Lender when given in the manner designated herein.

19 **13) Governing Law; Severability.** The state and local laws applicable to this Security
20 Instrument shall be the laws of the State of California. The foregoing sentence shall not limit
21 the applicability of federal law to this Security Instrument. In the event that any provision or
22 clause of this Security instrument or the Promissory Note conflicts with applicable law, such
23 conflict shall not affect other provisions of this Security Instrument or the Promissory Note
24 which can be given effect without the conflicting provision, and to this end the provisions of
25 this Security Instrument and the Promissory Note are declared to be several. As used herein,
26 "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by
27 applicable law or limited herein.

28 **14) Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and Security

1 Instrument at the time of execution or after recordation hereof.

2 **15) Transfer of the Property or a Beneficial Interest in Borrower.**

- 3 a) If all or any part of the Property or any interest in it is sold or transferred without
4 Lender's prior written consent, Lender may, at its option, require immediate payment in
5 full of all sums secured by this Security Instrument and Loan Agreement. The Lender
6 shall not exercise this option if federal law as of the date of this Security Instrument
7 prohibits the exercise.
- 8 b) If the Lender exercises this option, Lender shall give Borrower prior written notice of
9 acceleration. The notice shall provide a period of not less than 30 days from the date the
10 notice is delivered or mailed within which the Borrower must pay all sums secured by
11 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of
12 this period, Lender may invoke any remedies permitted by this Security Instrument
13 without further notice or demand on Borrower.

14 **16) Borrower's Right to Reinstate.**

- 15 a) If Borrower meets certain conditions, Borrower shall have the right to have enforcement
16 of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days
17 before the sale of the Property pursuant to any power of sale contained in this Security
18 Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those
19 conditions are that Borrower: (a) pays Lender all sums which then would be due under
20 this Security Instrument and the Promissory Note as if no acceleration had occurred; (b)
21 cures any default of any other covenants or agreements; (c) pays all expenses incurred in
22 enforcing this Security Instrument, including, but not limited to reasonable attorneys'
23 fees; and (d) takes such action as Lender may reasonably require to assure that the lien
24 of this Security Instrument, Lender's rights in the Property and Borrower's obligation to
25 pay the sums secured by this Security Instrument shall continue unchanged. Upon
26 reinstatement by Borrower, this Security Instrument and the obligations secured hereby
27 shall remain fully effective as if no acceleration had occurred. However, this right to
28 reinstate shall not apply in the case of acceleration.

- 1 b) The Borrower and the Lender agree that whenever the Promissory Note or this Security
2 Instrument gives the Lender the right to approve or consent with respect to any matter
3 affecting the Property or otherwise.

4 **17) Hazardous Substances.**

- 5 a) Borrower shall not cause or permit the presence, use, disposal, storage, or release of any
6 Hazardous Substances on or in the Property. Borrower shall not allow anyone else to do
7 anything affecting the Property that is in violation of any Environmental Law. The
8 preceding two sentences shall not apply to the presence, use, or storage on the Property
9 of small quantities of Hazardous Substances that are generally recognized to be
10 appropriate to normal residential uses and to maintenance of the Property.
- 11 b) Borrower shall promptly give Lender written notice of any investigation, claim, demand,
12 lawsuit or other action by any governmental or regulatory agency or private party
13 involving the Property and any hazardous substance or Environmental Law of which
14 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental
15 or regulatory authority, that any removal or other remediation of any hazardous
16 substance affecting the Property is necessary, Borrower shall promptly take all necessary
17 remedial actions in accordance with Environmental Law. Prior to taking any such
18 remedial action, however, Borrower shall notify the Lender Lien that such remedial
19 action is necessary and shall obtain the Lender's prior written consent for such remedial
20 action.
- 21 c) As used in this Section, "Hazardous Substances" are those substances defined as toxic or
22 hazardous substances by Environmental Law and the following substances: gasoline,
23 kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides,
24 volatile solvents, materials containing asbestos or formaldehyde, and radioactive
25 materials.
- 26 d) As used in this Section, "Environmental Law" means federal laws and the laws of the
27 jurisdiction where the Property is located that relate to health, safety and environmental
28 protection.

1 NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

2 **18) Acceleration; Remedies.**

- 3 a) Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of
4 Trust, including the covenants to pay when due any sums secured by this Security
5 Instrument, Lender prior to acceleration shall give notice to Borrower as provided in
6 **Section 20** hereof specifying: (1) the breach; (2) the action required to cure such breach;
7 (3) a date, not less than 30 days from the date of notice is mailed to Borrower by which
8 such breach must be cured; and (4) that failure to cure such breach on or before the date
9 specified in the notice may result in acceleration of the sums secured by this Security
10 Instrument and sale of the Property. The notice shall further inform Borrower of the
11 right to reinstate after acceleration and the right to bring a court action to assert the
12 nonexistence of a default or any other defense of Borrower to acceleration and sale. If
13 the breach is not cured on or before the date specified in the notice, then Lender, at
14 Lender's option, may declare all of the sums secured by this Security Instrument to be
15 immediately due and payable without further demand and may invoke the power of sale
16 and acceleration of the sums secured by this Security Instrument and sale of the
17 Property.
- 18 b) Lender shall be entitled to collect all expenses incurred in pursuing the remedies,
19 including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 20 c) If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a
21 written notice of the occurrence of an event of default and of Lender's election to cause
22 the Property to be sold and shall cause such notice to be recorded in each county in
23 which the Property or some part thereof is located. Lender or Trustee shall mail copies
24 of such notice in the manner prescribed by applicable law. Trustee shall give public
25 notice of sale to the persons and in the manner prescribed by applicable law. After the
26 lapse of such time as may be required by applicable law, Trustee, without demand on
27 Borrower, shall sell the Property at public auction to the highest bidder at the time and
28 place and under the terms designated in the notice of sale in one or more parcels and in

1 such order as Trustee may determine. Trustee may postpone sale of all or any parcel of
2 the Property by public announcement at the time and place of any previously scheduled
3 sale. Lender or Lender's designee may purchase the Property at any sale.

- 4 d) Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold
5 without any covenant or warranty, expressed or implied. The recitals in the Trustee's
6 deed shall be prima facie evidence of the truth of the statements made therein. Trustee
7 shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and
8 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys'
9 fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and
10 (c) the excess, if any, to the person or persons legally entitled thereto.

11 **19) Assignment of Rents; Appointment of Receiver; Lender in Possession.**

- 12 a) As additional security hereunder, Borrower hereby assigns to Lender the rents of the
13 Property, provided that Borrower shall, prior to acceleration or abandonment of the
14 Property, have the right to collect and retain such rents as they become due and payable.
15 b) Upon acceleration hereof or abandonment of the Property, Lender, in person, by agent or
16 by judicially-appointed receiver shall be entitled to enter upon, take possession of and
17 manage the Property and to collect the rents of the Property, including those past due.
18 All rents collected by Lender or the receiver shall be applied first to premiums on
19 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this
20 Security Instrument. Lender and the receiver shall be eligible to account only for those
21 rents actually received.

22 **20) Reconveyances.** Upon payment of all sums secured by this Security Instrument, Lender
23 shall request Trustee to reconvey the Property and shall surrender this Security Instrument
24 and all notes evidencing indebtedness secured by this Security Instrument to the Trustee.
25 Trustee shall reconvey the Property without warranty and without charge to the person or
26 persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if
27 any.

1 21) **Substitute Trustee.** Lender, at Lender's option, may from time to time appoint a successor
2 trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by
3 Lender and recorded in the office of the recorder of the county where the Property is
4 located. The instrument shall contain the name of the original Lender, Trustee and
5 Borrower, the book and page where this instrument is recorded and the name and address of
6 the successor trustee. The successor trustee shall, without conveyance of the Property,
7 succeed to all the title, powers and duties conferred upon the Trustee herein and by
8 applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all
9 other provisions for substitution.

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13 END OF AGREEMENT
14 (SIGNATURES ON THE NEXT PAGE)

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BY SIGNING BELOW, the Borrower and Lender accept and agree to the terms and covenants contained in this Security Instrument.

BORROWER

FAUSTO FIGUEROA LOERA

DATE

OLIVIA SUAREZ

DATE

(All Signatures Must Be Notarized)

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note or Notes secured by this Security Instrument (Deed of Trust). Said Promissory Note or Notes, together with all other indebtedness secured by this Security Instrument (Deed of Trust), have been paid in full. You are hereby directed to cancel said Promissory Note or Notes and this Security Instrument (Deed of Trust), which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 of Notary Public

Place Notary Seal Above