

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

126



SUBMITTAL DATE:
November 10, 2011

FROM: Redevelopment Agency

SUBJECT: Mobile Home Replacement Program Loan for Traci M. Green

RECOMMENDED MOTION: That the Board of Directors:

1. Make findings that the proposed Mobile Home Replacement Program Loan for Traci M. Green is an enforceable obligation of the Agency;
2. Approve the attached loan agreement between the Redevelopment Agency for the County of Riverside (RDA) and Traci M. Green (Homeowner);
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.

BACKGROUND: (Commences on Page 2)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

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

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent
County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 11/22/11
 DATE: 11/22/11
 FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis*
 ANITA C. WILLIS
 Policy Consent
 Policy Consent
 Dep't Recomm.: Per Exec. Ofc.:

BACKGROUND: On January 31, 2006, the Board of Directors approved the Mobile Home Replacement Program (MHRP) for the purpose of replacing a sub-standard manufactured housing unit with a new manufactured housing unit. Under the MHRP Program, each qualified household was approved for the use of funds in the amount of \$170,000, of which, \$150,000 was given in the form of a forty-five year zero percent interest loan and a \$20,000 grant through the Home Rehabilitation Program (HRP).

Through the MHRP Program, the Redevelopment Agency for the County of Riverside (RDA) was able to replace a three bedroom, one bathroom, 1,440 square-foot sub-standard mobile home with a new four bedroom, two bathroom, 1,917 square-foot manufactured home, which included handicapped accessible amenities for Traci M. Green, a qualified low-income homeowner.

During the course of construction unforeseen additional requirements were imposed on the contractor by the City of Murrieta Building and Safety Department. These additional costs, in the amount of \$21,000, were approved by the Board on September 17, 2008, and provided to the homeowner through an additional grant under the HRP Program, bringing the total HRP grant contribution to \$41,000.

Prior to project completion the awarded contractor failed to perform its duties and abandoned the project leaving the homeowner with a new home that was unfinished. Due to the new home being unfinished, the homeowner is unable to obtain a certificate of occupancy from the City of Murrieta Building Department. Additional repairs to the home must be completed in order for the home to pass final inspection by the City of Murrieta. These additional repairs will increase the total project cost. RDA proposes to fund the additional repairs needed to complete the home with an additional ten year zero percent interest rate fully forgiven loan, in an amount not to exceed \$40,000. The original loan for \$150,000 and the two combined grant amounts of \$41,000 will remain the same.

This loan agreement is considered an enforceable obligation and may be executed because the original agreement was executed on March 1, 2007, a date prior to the enactment of ABx1 26 and ABx1 27, the Assembly Bills regarding redevelopment that were signed by Governor Brown on June 29, 2011. Additionally, the Agency committed to provide safe habitable housing for Ms. Green, who is disabled. Without a certificate of occupancy, Ms. Green is unable to obtain property insurance to insure the Agency's investment. Ms. Green has relied on the Agency to complete this property and will suffer if the work remains unfinished.

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. Mary Lowe

7 SPACE ABOVE THIS LINE FOR RECORDERS USE

8
9 **LOAN AGREEMENT BY AND BETWEEN**
10 **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
11 **AND**
12 **Traci M. Green**

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 TRACI GREEN, an unmarried woman
16 (HOMEOWNER).

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 redevelopment project areas of
27 the County of Riverside (the "County"); and

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

1 redevelopment agency is the redevelopment project areas in that county; and

2 WHEREAS, the County adopted Ordinance No. 635, on December 23, 1986, a
3 redevelopment plan for an area within the County known as 1-1986 Project Area (“Project
4 Area”); and

5 WHEREAS, HOMEOWNER is in need of home rehabilitation; and

6 WHEREAS, HOMEOWNER has applied to the AGENCY for assistance in providing
7 home rehabilitation; and

8 WHEREAS, HOMEOWNER qualifies as a low-income household; and

9 WHEREAS, the HOMEOWNER has received a loan in the amount of \$150,000 under
10 the Mobile Home Replacement Program (MHRP); and

11 WHEREAS, the HOMEOWNER has received a grant in the amount of \$41,000 under
12 the Home Rehabilitation Program (HRP); and

13 WHEREAS, the original CONTRACTOR failed to complete the installation of the new
14 Manufactured Home; and

15 WHEREAS, the HOMEOWNER has not been able to obtain a permanent Certificate of
16 Occupancy; and

17 WHEREAS, the cost of the project will increase in order to complete the required work
18 needed for the HOMEOWNER to obtain a permanent Certificate of Occupancy; and

19 WHEREAS, AGENCY agrees to loan HOMEOWNER up to **Forty Thousand Dollars**
20 **(\$40,000)** (AGENCY Loan) in Low and Moderate Income Housing Set-Aside Funds to
21 complete the remaining work that was not completed by the contractor under the MHRP; and

22 WHEREAS, the mobile home is located at 24692 4th Street, Murrieta, CA 92562 with
23 Assessor Parcel Number 906-191-003 (Property) as legally described as:

24 LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK
25 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA; and

26 WHEREAS, the HOMOWNER wishes to occupy the Property as a principal residence;
27 and

28 WHEREAS, Property is located inside the 1-1986 Project Area in the City of Murrieta;

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 HOMEOWNER 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 **Forty Thousand Dollars (\$40,000)** to the HOMEOWNER in order to
9 rehabilitate and occupy Property as a principal residence upon the terms and
10 conditions hereinafter provided, as described in **Attachment A**, which is
11 incorporated herein by this reference.

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

- 14 a. Provide a total amount identified in **Section 1** as an AGENCY Loan to
15 HOMEOWNER for rehabilitation of the Property.

16 **3) HOMBEOWNER OBLIGATIONS.** HOMEOWNER hereby agrees to undertake
17 and complete the following activities, subject to its receipt of AGENCY Loan:

- 18 a. Occupancy. The Property will be the HOMEOWNER's principal residence.
19 b. Compliance. The Property shall remain in compliance with all applicable
20 Federal, State, and local codes, laws, regulations and ordinances for the
21 duration of the Agreement.
22 c. Homeowner Documents. HOMEOWNER will sign and record the following
23 documents:
24 i. A Promissory Note, attached hereto as **Attachment B**, which is
25 incorporated herein by this reference.
26 ii. A Deed of Trust, attached hereto as **Attachment C**, which is
27 incorporated herein by this reference.
28 iii. A Request for Notice, attached hereto as **Attachment D**, which is

1 incorporated herein by this reference.

2 iv. A Notice of Affordability, which will restrict the affordability of the
3 Property, attached hereto as **Attachment E**, which is incorporated
4 herein by this reference

5 d. Property Insurance. HOMEOWNER shall maintain adequate homeowner's
6 insurance and adequate fire insurance, at the time of project completion,
7 with coverage to be no less than the loan amount.

8 **4) AGENCY LOAN**. AGENCY shall loan HOMEOWNER an AGENCY Loan for
9 rehabilitation of the Property under the following terms:

10 a. Term. The term of the AGENCY Loan shall be ten (10) years from the date
11 the Promissory Note is executed.

12 b. Principal. The principal of the AGENCY Loan shall be evidenced by a
13 Promissory Note and secured by a Deed of Trust, executed by the
14 HOMEOWNER in favor of the AGENCY in a form satisfactory to the
15 AGENCY.

16 c. Interest. The Note bears no interest.

17 d. Repayment. This Note has a term of ten (10) years. This Note shall be due
18 and payable in full on the date of any Sale or Transfer that occurs after the
19 date of execution of this Promissory Note.

20 e. Prepayment. Borrower shall have the right at any time to repay this Note. In
21 the event of prepayment, the amount payable in full by Borrower shall be the
22 entire Loan Amount and any other unsecured amounts owing, less any
23 previous payments or credits. The principal of the loan is to be a ten (10)
24 year zero percent (0%), which will be fully forgiven after ten (10) years, as
25 shown in Truth in Lending document, attached hereto as **Attachment F**,
26 which is incorporated herein by this reference, except in the case of default.

27 **5) RESALE RESTRICTIONS**.

28

1 a. Recapture Provision. The principal amount of the AGENCY Loan becomes
2 due and must be repaid to the AGENCY upon the sale, transfer, lease or any
3 other disposition, including refinancing or incurring of additional debt
4 secured by the home within the ten (10) year affordability period.

5 6) **MAINTENANCE OF THE PROPERTY.** HOMEOWNER agrees to maintain the
6 improvements, existing or to be constructed, and all landscaping including weed
7 abatement on the Property pursuant to the Regulatory Agreement.

8 7) **NONDISCRIMINATION.** OWNER covenants by and for itself and any
9 successors in interest that there shall be no discrimination against or segregation of
10 any person or group of persons on account of race, color, age, religious creed, sex,
11 sexual orientation, marital status, national origin, ancestry, familial status, source of
12 income, physical or mental disability in the sale, lease, sublease, transfer, use,
13 occupancy, tenure or enjoyment of the Real Property, nor shall OWNER itself or
14 any person claiming under or through it establish or permit any such practice or
15 practices of discrimination or segregation with reference to the election, location,
16 number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of
17 the real property. The foregoing covenants shall run with the land. OWNER shall
18 refrain from restricting the sale of the Real Property on the basis of race, color, age,
19 religious creed, sex, sexual orientation, marital status, national origin, ancestry,
20 familial status, source of income, physical or mental disability of any person. All
21 such deeds, leases or contracts shall contain or be subject to substantially the
22 following nondiscrimination or no segregation clauses:

23 a. **In deeds:** “The Grantee herein covenants by and for himself for herself, his
24 or her heirs, executors, administrators and assigns, and all persons claiming
25 under or through them that there shall be no discrimination against or
26 segregation of any person, or group of persons, on account of race, color,
27 age, religious creed, sex, sexual orientation, marital status, national origin,
28 ancestry, familial status, source of income, physical or mental disability in

1 the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the
2 land herein conveyed, nor shall the grantee himself or herself nor any person
3 claiming under or through him or her establish or permit any such practice
4 or practices of discrimination or segregation with reference to the selection,
5 location, numbers use or occupancy of tenants, lessees, subtenants,
6 sublessees or vendees in the land herein conveyed. The foregoing covenants
7 shall run with the land.”

8 b. **In leases:** “The lessee herein covenants by and for himself or herself, his or
9 her heirs, executors, administrators, and assigns, and all persons claiming
10 under or through him or her, and this lease is made and accepted upon and
11 subject to the following conditions:

12 i. There shall be no discrimination against or segregation of any person
13 or group of persons on account of race, color, age, religious creed,
14 sex, sexual orientation, marital status, national origin, ancestry,
15 familial status, source of income, physical or mental disability in the
16 leasing, subleasing, transferring, use, occupancy, tenure or
17 enjoyment of the premises herein leased nor shall the lessee himself
18 or herself, or any person claiming under or through him or her,
19 establish or permit any such practice or practices of discrimination or
20 segregation with reference to the selection, location, number, use or
21 occupancy of tenants, lessees, sublessees, subtenants or vendees in
22 the premises herein leased.”

23 c. **In contracts:** “There shall be no discrimination against or segregation of
24 any person or group of persons on account of race, color, age, religious
25 creed, sex, sexual orientation, marital status, national origin, ancestry,
26 familial status, source of income, physical or mental disability in the sale,
27 lease, sublease, transfer, use, occupancy, tenure or enjoyment of the
28 premises, nor shall the transferee himself or herself or any person claiming

1 under or through him or her, establish or permit any such practice or
2 practices of discrimination or segregation with reference to the selection,
3 location, number, use, or occupancy of tenants, lessees, subtenants,
4 sublessees or vendees of the premises.”

5 **8) COOPERATION.** HOMEOWNER and AGENCY agree to mutually cooperate
6 and otherwise exercise their best efforts to assist each other in the performance of
7 the duties and obligations described in this Agreement.

8 **9) INDEPENDENT CONTRACTOR.** HOMEOWNER and its agents, servants and
9 employees shall act at all times in an independent capacity during the Term of this
10 Agreement, and shall not act as, shall not be, nor shall they in any manner be
11 construed to be agents, officers, or employees of AGENCY.

12 **10) DEFAULT, REMEDIES AND TERMINATION.**

13 a. Defaults, Right to Cure and Termination.

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

21 ii. The injured party shall give written notice of default to the party in
22 default, specifying the default complained of by the injured party.
23 Except as required to protect against further damages, the injured
24 party may not institute proceedings against the party in default unit
25 thirty (30) days after giving such notice. Failure or delay in giving
26 such notice shall not constitute a waiver of any default, nor shall it
27 change the time of default.

28 iii. Except as otherwise provide in this Agreement, waiver by either

1 party of the performance of any covenant, condition, or promise,
2 shall not invalidate this Agreement, nor shall it be considered a
3 waiver of any other covenant, condition, or promise. Waiver by
4 either party of the time for performing any act shall not constitute a
5 waiver of time for performing any other act or an identical act
6 required to be performed at a later time. The delay or forbearance by
7 either party in exercising any remedy or right as to any default shall
8 not operate as a waiver of any default or of any actions or
9 proceedings, which it may deem necessary to protect, assert, or
10 enforce any such rights or remedies.

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

17 **12) INDEMNIFICATION.**

- 18 a. HOMEOWNER shall indemnify and hold AGENCY, its officers, agents,
19 employees, elected officials and independent contractors free and harmless
20 from any liability whatsoever, based or asserted upon any act or omission of
21 HOMEOWNER, its officers, agents, employees, subcontractors and
22 independent contractors for property damage, bodily injury, or death
23 (HOMEOWNER's employees included) or any other element of damage of
24 any kind or nature, relating to or in any way connected with or arising from
25 its prior use of Property, and HOMEOWNER shall defend, at its expense,
26 including attorney fees, AGENCY, its officers, agents, employees and
27 independent contractors in any legal action based upon such alleged acts or
28 omissions.

1 b. Except as otherwise provided herein, HOMEOWNER represents that it has
2 inspected Property, accepts the condition thereof and fully assumes any and
3 all risks incidental to the use thereof. AGENCY shall not be liable to
4 HOMEOWNER, its agents, employees, subcontractors or independent
5 contractors for any personal injury or property damage suffered by them
6 which may result from hidden, latent or other dangerous conditions in, on,
7 upon or within Property unknown to AGENCY, its officers, agents or
8 employees.

9 **13) AUTHORITY TO EXECUTE.** The persons executing this Agreement or exhibits
10 attached hereto on behalf of the parties to this Agreement hereby warrant and
11 represent that they have the authority to bind the respective parties to this
12 Agreement to the performance of its obligations hereunder.

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

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

17
18 AGENCY

19 Heidi Marshall, Assistant Director
20 Redevelopment Agency for the
21 County of Riverside
22 3403 10th Street, Suite 500
23 Riverside, CA 92501

18 HOMEBUYER

19 Traci M. Green
20 24692 4th Street
21 Murrieta, CA 92562

22
23
24
25 Or to such other addresses as from time to time shall be designated by the respective
26 parties. Notices must be in writing and will be deemed to have been given when
27 personally delivered, sent by facsimile with receipt acknowledged, deposited with
28 any nationally recognized overnight carrier that routinely issues receipts, or

1 deposited in any depository regularly maintained by the United State Postal Service,
2 postage prepaid, certified mail, return receipt required, addressed to the party for
3 whom it is intended as its address set forth above.

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

7 **17) WAIVER OF PERFORMANCE.** No waiver by AGENCY at any time of any of
8 the terms and conditions of this Agreement shall be deemed or construed as a
9 waiver at any time thereafter of the same or of any other terms or conditions
10 contained herein or of the strict and timely performance of such terms and
11 conditions.

12 **18) APPLICABLE LAW AND SEVERABILITY.** This Agreement shall, in all
13 respects, be governed by the laws of the State of California applicable to agreements
14 executed and to be wholly performed within the State of California. Nothing
15 contained herein shall be construed so as to require the commission of any act
16 contrary to law. Whenever there is any conflict between any provision contained
17 herein and any present or future statute, law, ordinance or regulation the latter shall
18 prevail. All other provisions of this Agreement shall remain in full force and effect.

19 **19) JURISDICTION AND VENUE.** Any action at law or in equity brought by either
20 of the parties hereto for the purpose of enforcing a right or rights provided for by
21 this Agreement shall be tried in the Superior Court for the County of Riverside,
22 State of California, and the parties hereby waive all provisions of law providing for
23 a change of venue in such proceedings to any other county.

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

28 **21) ENTIRE AGREEMENT.**

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

6 b. No other agreement oral or written is contemplated or promised by the
7 parties to this AGREEMENT.

8 **22) AGENCY APPROVAL.** This Agreement shall not be binding or consummated
9 until its approval by the AGENCY's Board of Directors.

10 **23) FURTHER ASSURANCES.** Each of the parties hereto shall execute and deliver
11 any and all additional papers, documents, and other assurances, and shall do any and
12 acts and things reasonably necessary in connection with the performance of their
13 obligations hereunder and to carry out the intent of the parties hereto.

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

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

20 **26) NUMBER AND GENDER.** In this Agreement, whenever, the context so requires,
21 the masculine gender includes the feminine and or neuter, and vice versa, and the
22 singular number includes the plural.

23 **27) EXPENSES.** Except as expressly otherwise provided herein, the parties shall pay
24 their own costs and expenses in connection with the negotiation, execution and
25 delivery of this Agreement.

26 **28) PERFORMANCE OF ACTS ON BUSINESS DAYS.** In the event that the final
27 date of payment for any amount of performance of any act hereunder falls on a
28 Saturday, Sunday or holiday, such payment may be made or act performed on the

1 next succeeding business day.

2 **29) ASSIGNMENT.** HOMEOWNER shall not make any sale, assignment,
3 conveyance, or transfer in any other form with respect to this Agreement or the
4 Project, other than the sale of Property as set forth in this Agreement.

5 **30) EXHIBITS AND ATTACHMENTS.** Each of the attachments and exhibits
6 attached hereto is incorporated herein by this reference.

7 **31) MEDIA RELEASES.** HOMEOWNER agrees to allow AGENCY to coordinate all
8 media releases regarding the Project, with prior approval of AGENCY. Any
9 publicity generated by HOMEOWNER for the Project must make reference to the
10 contribution of AGENCY in making the Project possible. HOMEOWNER agrees to
11 cooperate with AGENCY in and AGENCY-generated publicity or promotional
12 activities with respect to the Project.

13 **32) COUNTERPARTS.** This Agreement may be signed by the different parties hereto
14 in counterparts, each of which shall be an original, but all of which together shall
15 constitute one and the same agreement.

16 **33) BINDING EFFECT.** The rights and obligations of this Agreement shall bind and
17 inure to the benefit of the respective heirs, successors and assigns of the parties.

18 **34) EFFECTIVE DATE.** The effective date of this Agreement is the date the parties
19 execute the Agreement. If the parties execute the Agreement on more than one date,
20 then the last date the Agreement is executed by a party shall be the effective date.

21 //

22 //

23 //

24 (END OF AGREEMENT)

25 SIGNATURES ON THE NEXT PAGE

26

27

28

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:
TRACI M. GREEN

7
8 By: _____
9 BOB BUSTER, Chairman
10 Board of Directors

By: Traci M Green
TRACI M. GREEN
Homeowner

11
12 APPROVED AS TO FORM:
13 PAMELA J. WALLS
14 Agency Counsel

15
16 By: Anita C. Willis 11/12/11
17 ANITA C. WILLIS, Deputy

18
19 ATTEST:
20 KECIA HARPER-IHEM
21 Clerk of the Board

22
23 By: _____
24 Deputy

25
26
27
28 **(All signatures on this page need to be notarized)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside }

On 10/13/2011, before me, Liz Muñoz
Date Here Insert Name and Title of the Officer

personally appeared Traci M. Green
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 [Handwritten Signature]
Signature of Notary Public

ATTACHMENT A

PROJECT DESCRIPTION

PROJECT DESCRIPTION

Homebuyer: Traci M. Green
Address: 24692 4th Street, Murrieta, CA 92562
Project Title: Mobile Home Replacement Program – Traci M. Green

Location: 24692 4th Street, Murrieta, CA 92562
APN 906-191-003

Legal Description: LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

Project Description: Homeowner intends to utilize up to \$40,000 in Redevelopment Low- and Moderate-Income Housing funds (“AGENCY Loan”) to be used towards the completion of a new manufactured home. Items still left to be finished include; constructing a retaining wall, roofing repair, expanding foundation vents, landscaping, repairing drywall, painting drywall, handicapped accessibility improvements, and correcting drainage issues.

The above mentioned items were left uncompleted by the original awarded contractor. The homeowner is unable to obtain a permanent Certificate of Occupancy because of the unfinished work. The Agency Loan will be used to complete these items so a final inspection by the City of Murrieta can be completed and a permanent Certificate of Occupancy can be issued.

The new manufactured home is a 4 bedroom, 2 bathroom, 1,917 square foot manufactured home including handicap accessible amenities. The home has been restricted to a forty-five (45) year affordability covenant.

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

ATTACHMENT B
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 October 13, 2011, Riverside, California

7
8 Property Address:
9 24692 4th Street, Murrieta, CA 92562
10 APN 906-191-003

11 **BORROWER PROMISE TO REPAY**

12
13 FOR VALUE RECEIVED, the undersigned, TRACI M. GREEN, an unmarried woman,
14 hereafter called "Borrower," hereby severally promise to pay to the REDEVELOPMENT
15 AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, hereafter called "Lender," or to
16 Lender's order, the sum total of **FORTY THOUSAND DOLLARS (\$40,000)**, secured by a
17 Deed of Trust, at such place as Lender may designate, in lawful money of the United States of
18 America as hereafter set forth.

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

- 21 a) Deferred Loan Amount. Principal Sum of the Promissory Note.
22 b) Lender. Redevelopment Agency for the County of Riverside.
23 c) Property. The real property described in **Exhibit A** attached to this Promissory Note and
24 made a part hereof.
25 d) Promissory Note. Herein referred to as "Note."
26 e) Sale or Transfer. Any sale, transfer, lease, cash-out refinance or family trusts transfer of
27 any part of the Property will permit Lender to exercise a due-on-sale clause.
28

TERMS

- 1) **INTEREST.** This Note does not bear interest.
- 2) **TIME OF PAYMENT.** This Note has a term of ten (10) years. This Note shall be due and payable in full on the date of any Sale or Transfer that occurs after the date of execution of this Promissory Note.
- 3) **AMOUNT OF PAYMENT.** If and when this Note becomes due pursuant to **Section 2** above, Borrower shall pay to Lender the outstanding Deferred Loan Amount.
- 4) **PREPAYMENT.** Borrower shall have the right at any time to repay this Note without incurring any penalty. Borrower must notify the Lender in writing, in the event of prepayment. The amount payable in full by Borrower shall be the entire Deferred Loan Amount.
- 5) **FORGIVENESS OF NOTE.** Provided that Borrower is not in default under the terms of this Note or Loan Documents, the Note shall be forgiven in its entirety by the Redevelopment Agency for the County of Riverside ten (10) years from the date of this Promissory Note is executed. Nothing contained in this paragraph shall be construed as a promise by the Lender to forgive or relinquish the right to seek repayment of the Note.
- 6) **SECURITY.** A Deed of Trust secures this Note.
- 7) **DEFAULT UNDER DEED OF TRUST.** Notwithstanding any other provisions of this Note, if default occurs in any of the covenants or agreements contained in the Deed of Trust securing this Note, this Note shall immediately become due and payable in full at the option of Lender. In the event Lender exercises such option, the amount due and payable shall be the Deferred Loan Amount. Failure by Lender to exercise its option to accelerate in the event of a default shall not constitute waiver of the right to exercise such option in the event of the same or any other default.
- 8) **JOINT AND SEVERAL.** The undersigned, if more than one, shall be jointly and severally liable hereunder.

- 1 9) **ATTORNEYS' FEES.** If any default is made hereunder, Borrower further promises to pay
2 reasonable attorneys' fees and costs and expenses incurred by the Lender in connection with
3 any such default or any other action or other proceeding brought to enforce any of the
4 provisions of this Note. The Lender's right to such fees shall not be limited to or by its
5 representation by staff counsel, and such representation shall be valued at customary and
6 reasonable rates for private sector legal services.
- 7 10) **TIME.** Time is of the essence herein.
- 8 11) **AMENDMENTS.** This Note may not be modified or amended except by an instrument in
9 writing expressing such intention executed by the parties sought to be bound thereby, which
10 writing must be so firmly attached to this Note so as to become a permanent part thereof.
- 11 12) **SEVERABILITY.** The covenants of this Note are several. Invalidation of any covenant or
12 any part thereof by law, judgment, or court order shall not affect any other covenant.
- 13 13) **PLACE OF REPAYMENT.** Borrower will make payment of all amounts due to Lender
14 under this Note to Lender at: **3403 10th STREET. SUITE 500, RIVERSIDE,**
15 **CALIFORNIA 92501, Attention Heidi Marshall** or such other address as Lender may
16 designate in writing to Borrower.
- 17 14) **BORROWER'S WAIVERS.** Borrower waives any rights to require the Lender to do
18 certain things. Those things are: (A) to demand payment of amounts due (known as
19 "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of
20 dishonor"); and (C) to obtain an official certification of nonpayment (known as a "protest").
- 21 15) **GIVING OF NOTICES.** Any notice that must be given to Borrower under this Note will be
22 given by delivering it or by mailing it by certified mail addressed to Borrower at the Property
23 Address herein. Any notice that must be given to the Lender under this Note will be given
24 by mailing it certified mail to the Lender at the address above.
- 25 16) **LOAN AUTHORITY.**
- 26 a) **Use of Funds** - To provide Borrower a loan for the replacement of a substandard
27 manufactured housing unit with a new manufactured housing unit to eliminate blight.
28

- 1 b) **Housing Quality Standards** - The housing unit that is being assisted was inspected by
2 the Lender and meets the physical standards that assure that the housing is free from all
3 health and safety defects at the time of purchase.
- 4 c) **Disbursement Request** - No funds shall be provided until such time as they are needed
5 for the payment of eligible costs, which is the loan amount.
- 6 d) **Security for this Agreement (Note)** - The means for the enforcement of the terms and
7 conditions shall be the recordation of a Deed of Trust, which will place a lien against the
8 Property that has been assisted.
- 9 e) **Duration of this Agreement (Note)** - This Note is in effect for the period of affordability
10 as noted above in **Section 16 (b)**. The final maturity date on which the Note is due, even
11 if the home has not been sold is ten (10) years from the date of the close of escrow.

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15 END OF AGREEMENT
16 (SIGNATURES ON THE NEXT PAGE)

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

6 *Traci M Green* _____ *10/13/2011*
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8 TRACI M. GREEN

DATE

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8
PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA

APN: 906-191-003

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ATTACHMENT C
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: Mary Lowe

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), TRACI M. GREEN, an unmarried woman, (herein “Borrower”),
13 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (herein “Trustee”),
14 and 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 LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN
20 BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY,
21 CALIFORNIA.

22 APN: 906-191-003

23 which has the address of 24692 4th Street, Murrieta, CA 92562 (herein “Property Address”).

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

1 TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's
2 Promissory Note dated October 13, 2011, and extensions and renewals thereof (herein "Note"),
3 in the principal sum of **FORTY THOUSAND DOLLARS (\$40,000)**, advanced in accordance
4 and herewith to protect the security of this Security Instrument; and the performance of the
5 covenants and agreements of Borrower herein contained.

6 Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and
7 have the right to grant and convey the Property, and except for the First Deed of Trust in the
8 amount of \$150,000 and other encumbrances of record acceptable to the Lender, that the
9 Property is unencumbered. Borrower warrants and will defend generally the title to the
10 Property against all claims and demands, subject to encumbrances of record.

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

- 12 1) **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal
13 indebtedness evidenced by the Note. If payment of the indebtedness is required due to a Sale
14 of the Property, assuming an open and competitive sale, then repayment shall be made in the
15 following order:
- 16 a. Outstanding principal and interest balance of the Lender's loan; and
 - 17 b. The principal amount of the Beneficiary's loan; and
- 18 2) **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of
19 Borrower's obligations under any mortgage, Deed of Trust or other security agreement with
20 a lien which has priority over this Deed of Trust, including Borrower's covenants to make
21 payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other
22 charges, fines and impositions attributable to the Property, which may attain a priority over
23 this Security Instrument and leasehold payments or ground rents, if any.
- 24 3) **Hazard Insurance.**
- 25 a) Borrower shall keep the improvements now existing or hereafter erected on the Property
26 insured against loss by fire, hazards included within the term "extended coverage," and
27 such other hazards, including floods or flooding. This insurance shall be maintained in
28 the amount of the loan to secure replacement value during the term of the loan and

1 affordability period.

2 b) The insurance carrier providing the insurance shall be chosen by Borrower. All
3 insurance policies and renewals thereof shall include a standard mortgage clause in favor
4 of and in a form acceptable to Lender. Lender shall have the right to hold the policies
5 and renewals thereof, subject to the terms of any mortgage, deed of trust or other
6 security agreement with a lien, which has priority over this Security Instrument. All
7 original policies of insurance required pursuant to the Deed of Trust shall be held by the
8 Borrower; provided, however, Lender shall be named as a loss payee as its interest may
9 appear and shall be named as an additional insured. If Lender requires, Borrower shall
10 promptly give to Lender copies of all receipts of paid premiums and renewal notices. In
11 the event of loss, Borrower shall give prompt notice to the insurance carrier and the
12 Lender. Lender may make proof of loss if not made promptly by the the Borrower.

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

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

23 4) **Occupancy, Preservation and Maintenance and Protection of the Property.** Borrower
24 shall occupy, establish, and use the Property as the Borrower's principal residence and shall
25 keep the Property in good repair and shall not commit waste or permit impairment or
26 deterioration of the Property and shall comply with the provisions of any lease if this Deed
27 of Trust is on a leasehold.

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

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

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

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

18 7) **Condemnation.**

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

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

27 8) **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time
28 for payment or modification of the sums secured by this Security Instrument granted by

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

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

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

23 **11) Governing Law; Severability.** The state and local laws applicable to this Security
24 Instrument shall be the laws of the State of California. The foregoing sentence shall not limit
25 the applicability of federal law to this Security Instrument. In the event that any provision or
26 clause of this Security instrument or the Promissory Note conflicts with applicable law, such
27 conflict shall not affect other provisions of this Security Instrument or the Promissory Note
28 which can be given effect without the conflicting provision, and to this end the provisions of

1 this Security Instrument and the Promissory Note are declared to be several. As used herein,
2 “costs,” “expenses” and “attorneys’ fees” include all sums to the extent not prohibited by
3 applicable law or limited herein.

4 12) **Borrower’s Copy.** Borrower shall be furnished a conformed copy of the Note and Security
5 Instrument at the time of execution or after recordation hereof.

6 13) **Transfer of the Property or a Beneficial Interest in Borrower.**

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

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

18 14) **Borrower’s Right to Reinstate.**

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

1 pay the sums secured by this Security Instrument shall continue unchanged. Upon
2 reinstatement by Borrower, this Security Instrument and the obligations secured hereby
3 shall remain fully effective as if no acceleration had occurred. However, this right to
4 reinstate shall not apply in the case of acceleration.

5 b) Notwithstanding, Lender's right to invoke any remedies hereunder, Lender agrees that it
6 will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or
7 exercise any other rights or remedies hereunder until it has given the Senior Lien Holder
8 at least 60 days prior written notice.

9 c) The Borrower and the Lender agree that whenever the Promissory Note or this Security
10 Instrument gives the Lender the right to approve or consent with respect to any matter
11 affecting the Property or otherwise.

12 **15) Hazardous Substances.**

13 a) Borrower shall not cause or permit the presence, use, disposal, storage, or release of any
14 Hazardous Substances on or in the Property. Borrower shall not allow anyone else to do
15 anything affecting the Property that is in violation of any Environmental Law. The
16 preceding two sentences shall not apply to the presence, use, or storage on the Property
17 of small quantities of Hazardous Substances that are generally recognized to be
18 appropriate to normal residential uses and to maintenance of the Property.

19 b) Borrower shall promptly give Lender written notice of any investigation, claim, demand,
20 lawsuit or other action by any governmental or regulatory agency or private party
21 involving the Property and any hazardous substance or Environmental Law of which
22 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental
23 or regulatory authority, that any removal or other remediation of any hazardous
24 substance affecting the Property is necessary, Borrower shall promptly take all necessary
25 remedial actions in accordance with Environmental Law. Prior to taking any such
26 remedial action, however, Borrower shall notify the Senior Lien Holder that such
27 remedial action is necessary and shall obtain the Senior Lien Holder's prior written
28 consent for such remedial action.

- 1 c) As used in this Section, "Hazardous Substances" are those substances defined as toxic or
2 hazardous substances by Environmental Law and the following substances: gasoline,
3 kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides,
4 volatile solvents, materials containing asbestos or formaldehyde, and radioactive
5 materials.
- 6 d) As used in this Section, "Environmental Law" means federal laws and the laws of the
7 jurisdiction where the Property is located that relate to health, safety and environmental
8 protection.

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

10 **16) Acceleration; Remedies.**

- 11 a) Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of
12 Trust, including the covenants to pay when due any sums secured by this Security
13 Instrument, Lender prior to acceleration shall give notice to Borrower as provided in
14 **Section 10** hereof specifying: (1) the breach; (2) the action required to cure such breach;
15 (3) a date, not less than 30 days from the date of notice is mailed to Borrower by which
16 such breach must be cured; and (4) that failure to cure such breach on or before the date
17 specified in the notice may result in acceleration of the sums secured by this Security
18 Instrument and sale of the Property. The notice shall further inform Borrower of the
19 right to reinstate after acceleration and the right to bring a court action to assert the
20 nonexistence of a default or any other defense of Borrower to acceleration and sale. If
21 the breach is not cured on or before the date specified in the notice, then Lender, at
22 Lender's option, may declare all of the sums secured by this Security Instrument to be
23 immediately due and payable without further demand and may invoke the power of sale
24 and acceleration of the sums secured by this Security Instrument and sale of the
25 Property.
- 26 b) Lender shall be entitled to collect all expenses incurred in pursuing the remedies,
27 including, but not limited to, reasonable attorneys' fees and costs of title evidence.
28

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

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

20 **17) Assignment of Rents; Appointment of Receiver; Lender in Possession.**

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

24 b) Upon acceleration hereof or abandonment of the Property, Lender, in person, by agent or
25 by judicially-appointed receiver shall be entitled to enter upon, take possession of and
26 manage the Property and to collect the rents of the Property, including those past due.
27 All rents collected by Lender or the receiver shall be applied first to premiums on
28 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this

1 Security Instrument. Lender and the receiver shall be eligible to account only for those
2 rents actually received.

3 18) **Reconveyances.** Upon payment of all sums secured by this Security Instrument, Lender
4 shall request Trustee to reconvey the Property and shall surrender this Security Instrument
5 and all notes evidencing indebtedness secured by this Security Instrument to the Trustee.
6 Trustee shall reconvey the Property without warranty and without charge to the person or
7 persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if
8 any.

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

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20 END OF AGREEMENT
21 (SIGNATURES ON THE NEXT PAGE)
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1 BY SIGNING BELOW, the Borrower accepts and agrees to the terms and covenants
2 contained in this Security Instrument.

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5 **BORROWER**

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7 Traci M Green 10/13/2011
8 TRACI M. GREEN DATE

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27 **(All Signatures Must Be Notarized)**
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

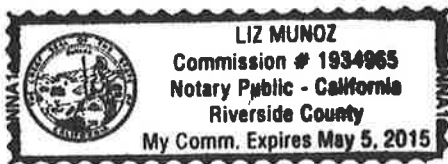
COUNTY OF Riverside }

On 10/13/2011, before me, Liz Munoz
Date Here Insert Name and Title of the Officer

personally appeared Traci M. Green
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity (ies), and that by her 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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 D

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: Mary Lowe

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 **LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA**

APN: 906-191-003 Property Commonly known as: 24692 4th Street, Murrieta, CA 92562

Executed by Traci M. Green, an unmarried woman, 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 _____

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

Tom Fan / Principal Development Specialist

(This area for official notarial seal)

ATTACHMENT E

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: Mary Lowe

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 Certificate of Occupancy is recorded concurrently herewith in the Official Records of Riverside County, California, on the following property at 24692 4TH STREET, MURRIETA, CA 92562, APN 906-191-003:

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

LOTS 11 AND 12 IN BLOCK 19 OF MURRIETA SHOWN BY MAP ON FILE
IN BOOK 8 PAGE 359 OF MAPS, RECORDS OF SAN DIEGO COUNTY,
CALIFORNIA

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 F

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 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	\$40,000	\$0

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

Borrower: TRACI M. GREEN

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.

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 being assisted which is located at 24692 4th Street, Murrieta, CA 92562.

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

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

[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] [escrow]

\$0.00 to (name of another creditor)

\$0.00 to (other)

\$0.00 prepaid finance charge

Traci M. Green

Date