

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 9/17/14
 DATE: GREGORY P. PRIAMOS

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
 HOUSING AUTHORITY
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

635



FROM: Housing Authority

SUBMITTAL DATE:
 September 18, 2014

SUBJECT: Adoption of Resolution No. 2014-015 Delegating Authority to the Executive Director to Approve and Execute Subordination Agreements Relating to Affordable Housing Loans Not Exceeding \$75,000; All Districts; [\$0]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Adopt the attached Housing Authority Resolution No. 2014-015 Delegating Authority to the Housing Authority of the County of Riverside's Executive Director or Designee to Approve and Execute Subordination Agreements Relating to Down Payment Assistance, Rehabilitation Assistance and other Affordable Housing Loans that do not exceed \$75,000 and are funded with former Redevelopment Agency Low and Moderate Income Housing Set Aside Funds or Housing Bond Proceeds;
2. Approve the attached form of Subordination Agreement; and

(Continued)

[Signature]

Robert Field
 Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:	Budget Adjustment: No
	For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

On motion of Commissioner Stone, seconded by Commissioner Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone and Benoit
 Nays: None
 Absent: Tavaglione and Ashley
 Date: September 30, 2014
 xc: Housing Authority

Kecia Harper-Ihem
 Clerk of the Board
 BY: *[Signature]*
 Deputy

- A-30
- Positions Added
- 4/5
- Change Order
- Vote

Prev. Agn. Ref.:

District: ALL

Agenda Number:

10-1

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Adoption of Resolution No. 2014-015 Delegating Authority to the Executive Director to Approve and Execute Subordination Agreements Relating to Affordable Housing Loans Not Exceeding \$75,000; All Districts; [\$0]

DATE: September 18, 2014

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Executive Director, or designee, to execute subordination agreements pursuant to the authority delegated in Resolution No. 2014-015, and take all necessary steps to implement the subordination agreements including, but not limited to, signing subsequent essential and relevant documents, subject to approval by County Counsel.

BACKGROUND:

Summary

Prior to the dissolution of Redevelopment Agencies in California, the Redevelopment Agency for the County of Riverside (RDA) approved and executed loan agreements (RDA Loans) with individual homeowners related to down payment and rehabilitation assistance programs, including but not limited to the Redevelopment Homeownership Program, Redevelopment Agency Foreclosure Home Assistance Program, Redevelopment Agency Infill Housing, Home Rehabilitation Program, and Home Repair Loan Program. Administration of the RDA Loans was transferred to and assumed by the Housing Authority of the County of Riverside in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside pursuant to the Redevelopment Dissolution Act.

The RDA Loans are secured by recorded deeds of trust and do not exceed \$75,000 per homeowner with the RDA in second position, and in a few cases, third position to the senior financing loans.

As mortgage interest rates come down, some individual homeowners desire to re-finance their existing senior loan and the Housing Authority, as the housing successor to the RDA, is requested to execute standard subordination agreements subordinating the RDA Loans to the new senior loan with better terms.

To facilitate implementation of the RDA Loans, increase program efficiency and save administrative costs, staff recommends that the Board of Commissioners delegate authority to the Executive Director, or designee, to approve and execute subordination agreements relating to RDA Loans that do not exceed \$75,000 and are funded with former RDA low and moderate income housing set aside funds or housing bond proceeds provided the following conditions are satisfied, (i) the priority of the deed of trust securing the RDA Loan remains the same or is improved, and (ii) the RDA Loan is not subordinated to an amount greater than the existing senior loan. Staff also recommends that all subordination agreements conform in form and substance to the form of Subordination Agreement attached hereto as Attachment B or any other form first approved by County Counsel. The delegation of authority recommended herein by staff will greatly benefit low and moderate income families within the County and ensure continued affordability of their homes.

County Counsel has reviewed and approved as to form the attached Housing Authority Resolution No. 2014-015 and form of Subordination Agreement. Staff recommends that the Board of Commissioners adopt Housing Authority Resolution No. 2014-015 and approve the attached form of Subordination Agreement.

(Continued)

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Adoption of Resolution No. 2014-015 Delegating Authority to the Executive Director to Approve and Execute Subordination Agreements Relating to Affordable Housing Loans Not Exceeding \$75,000; All Districts; [\$0]

DATE: September 18, 2014

PAGE: 3 of 3

Impact on Citizens and Businesses

Refinancing to lower interest rates will help individual homeowners sustain long-term affordability.

ATTACHMENTS:

- A. Housing Authority Resolution No. 2014-015
- B. Form of Subordination Agreement

Attachment A

Resolution No. 2014-015

**RESOLUTION NO. 2014-015
DELEGATING AUTHORITY TO THE HOUSING AUTHORITY OF THE COUNTY OF
RIVERSIDE'S EXECUTIVE DIRECTOR OR DESIGNEE TO APPROVE AND
EXECUTE SUBORDINATION AGREEMENTS RELATING TO DOWN PAYMENT
ASSISTANCE, REHABILITATION ASSISTANCE AND OTHER AFFORDABLE
HOUSING LOANS THAT DO NOT EXCEED \$75,000 AND WERE FUNDED WITH
FORMER REDEVELOPMENT AGENCY LOW AND MODERATE INCOME HOUSING
SET ASIDE FUNDS OR HOUSING BOND PROCEEDS**

(All Supervisorial Districts)

WHEREAS, the former Redevelopment Agency for the County of Riverside ("Former RDA") was a redevelopment agency in the County of Riverside ("County"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with section 33000) of Division 24 of the California Health and Safety Code)("Redevelopment Law");

WHEREAS, the Former RDA was responsible for the administration of redevelopment activities within the jurisdiction of the County;

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("AB 26") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law including adding Part 1.8 (commencing with section 34161) ("Part 1.8") and Part 1.85 (commencing with section 34170) ("Part 1.85") to Division 24 of the Health and Safety Code;

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former RDA, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing enforceable obligations of the former redevelopment agencies and expeditiously winding down the affairs of the former redevelopment agencies;

1 **WHEREAS**, on January 10, 2012, the Board of Supervisors of the County
2 adopted Resolution 2012-034 accepting the designation as the "Successor Agency" to
3 the Former RDA, and directing the County's Economic Development Agency to carry
4 out the enforceable obligations and administer the wind down of the Former RDA;

5 **WHEREAS**, pursuant to Health and Safety Code section 34176, added by AB
6 26, on January 10, 2012, the Board of Supervisors of the County adopted Resolution
7 No. 2012-035 transferring the housing assets and functions previously performed by the
8 Former RDA to the Housing Authority of the County of Riverside, a public entity,
9 corporate and politic ("Housing Authority");

10 **WHEREAS**, pursuant to Health and Safety Code section 34176, on January 10,
11 2012, the Board of Commissioners of the Housing Authority adopted Resolution No.
12 2012-001 electing to retain the authority to perform housing functions previously
13 performed by the Former RDA, all rights, powers, duties, obligations, and housing
14 assets, excluding any amounts on deposit in the Low and Moderate Income Housing
15 Fund and enforceable obligations retained by the Successor Agency;

16 **WHEREAS**, the Housing Authority is housing authority acting under the
17 California Housing Authorities Law, Part 2 of Division 24 of the Health and Safety Code;

18 **WHEREAS**, as part of the fiscal year 2012-2013 State budget package, on June
19 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484 ("AB
20 1484) which modified and amended AB 26;

21 **WHEREAS**, on July 3, 2012 the Board of Supervisors of the County, acting in its
22 capacity as the Successor Agency, adopted Resolution No. 2012-006 transferring all of
23 the housing assets of the Former RDA, to the Housing Authority and the Housing
24 Authority accepted such transfer on July 3, 2012 by the adoption of Resolution No.
25 2012-005 ("Asset Transfer");

26 **WHEREAS**, the Asset Transfer included, among other things, the transfer of
27 down payment assistance, rehabilitation assistance and other affordable housing loan
28

1 agreements, related promissory notes and deeds of trusts executed by low and
2 moderate income homeowners for the benefit of the Former RDA ("Loans");

3 **WHEREAS**, the Loans were provided by the Former RDA in connection with the
4 Redevelopment Homeownership Program, Redevelopment Agency Foreclosure Home
5 Assistance Program, Infill Housing Program, Home Rehabilitation Program, Home
6 Repair Loan Program and other Former RDA loan programs funded with low and
7 moderate income housing set aside funds or housing bond proceeds ("Loan
8 Programs");

9 **WHEREAS**, an individual Loan does not exceed the amount of seventy-five
10 thousand dollars (\$75,000) per homeowner and each deed of trust securing an
11 individual Loan is in either a second or third priority position;

12 **WHEREAS**, the Housing Authority as the "housing successor" to the Former
13 RDA currently administers the Loan Programs and the Loans;

14 **WHEREAS**, as mortgage rates come down, individual homeowners are
15 attempting to refinance existing senior loans and request the Housing Authority to
16 review, approve and execute standard subordination agreements subordinating a Loan
17 to a new senior loan with more affordable terms;

18 **WHEREAS**, to facilitate implementation of the Loans, increase the efficiency of
19 the various Loan Programs, and save administrative costs, the Board of Commissioners
20 desire to delegate to the Housing Authority Executive Director or designee, the authority
21 to review, approve and execute standard subordination agreements subordinating a
22 Loan in the event a homeowner desires to refinance an existing senior loan, provided
23 the following conditions are satisfied, (i) the Loan being subordinated does not exceed
24 \$75,000, (ii) the existing priority of the deed of trust securing the Loan remains the same
25 or in an improved position after subordination, (iii) the Loan is not subordinated to an
26 amount greater than the amount of the existing senior loan; and (iv) the subordination
27 agreement substantially conforms in form and substance to the Subordination
28

1 Agreement attached hereto as Exhibit "A" and incorporated herein by this reference or a
2 form approved by County Counsel;

3 **WHEREAS**, the Board of Commissioners has duly considered the terms of the
4 proposed delegation of authority, and believes that it is in the best interests of the
5 County of Riverside and the health, safety, morals and welfare of its residents, and in
6 accord with the public purposes and provisions of applicable State and local law and
7 requirements; and

8 **WHEREAS**, the Board of Commissioners believe that the proposed delegation
9 of authority will greatly benefit low and moderate income families within the County and
10 ensure continued affordability of their homes.

11 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND**
12 **ORDERED** by the Board of Commissioners of the Housing Authority, County of
13 Riverside, State of California, in regular session assembled on September 30, 2014, as
14 follows:

15 1. That the Board of Commissioners hereby find and declare that the
16 above recitals are true and correct.

17 2. That the Board of Commissioners hereby approve the form of
18 Subordination Agreement attached hereto as Exhibit "A" and incorporated herein by this
19 reference.

20 3. That the Board of Commissioners hereby approves and authorizes the
21 delegation of authority to the Housing Authority Executive Director, or designee, to
22 review, approve and execute subordination agreements relating to down payment
23 assistance, rehabilitation assistance and other affordable housing loans funded with low
24 and moderate income housing set aside funds or housing bond proceeds, provided the
25 following conditions are satisfied:

- 26 a) The loan is related to the Redevelopment Homeownership
27 Program, Redevelopment Agency Foreclosure Home Assistance
28 Program, Redevelopment Agency Infill Housing, Home

1 Rehabilitation Program, Home Repair Loan Program or any other
2 housing related homeownership program funded with low and
3 moderate income housing set aside funds or housing bond
4 proceeds.

- 5 b) The loan amount being subordinated by the Housing Authority does
6 not exceed \$75,000.
- 7 c) The existing priority of the deed of trust securing the subject loan
8 remains the same or in an improved position after subordination.
- 9 d) The loan is not subordinated to an amount greater than the amount
10 of the existing senior loan which is being refinanced.
- 11 e) The subordination agreement substantially conforms in form and
12 substance to the Subordination Agreement attached hereto as
13 Exhibit "A" and incorporated herein by this reference or a form
14 approved by County Counsel.
- 15 f) The subordination agreement has been approved by County
16 Counsel.

17 4. This Resolution shall take effect upon its adoption.

18 FORM APPROVED COUNTY COUNSEL

19 BY: Jhaila R. Brown 9/16/14
20 JHAILA R. BROWN DATE

21 ROLL CALL:

22 Ayes: Jeffries, Stone and Benoit
23 Nays: None
24 Absent: Tavaglione and Ashley

25 The foregoing is certified to be a true copy of a resolution duly
26 adopted by said Board of Supervisors on the date therein set forth.

27 KECIA HARPER-IHEM, Clerk of said Board

28 By Kecia Harper-Ihem
Deputy

09.30.14 10-1

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EXHIBIT A
FORM OF SUBORDINATION AGREEMENT

(behind this page)

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

Order No.
Escrow No.
Loan No.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
Attn: DS Name

File No: File Number

SPACE ABOVE THIS LINE FOR RECORDERS USE

APN: APN NUMBER

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT ("Agreement") is made as of DATE, by and between HOMEOWNER, vesting ("Borrower"), LENDER, a California corporation ("Senior Lender") and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency ("RDA") for the County of Riverside ("Authority").

RECITALS

WHEREAS, Borrower owns that certain real property located in the City of city name, Riverside County, as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference ("Property"); and

WHEREAS, in connection with RDA's Redevelopment Homeownership Program and the RDA's administration of the Low and Moderate Income Housing Fund established pursuant to Section 33334.2 of the California Community Redevelopment Law (Health and Safety Code sections 33000, et seq., the "CRL") the RDA provided financial assistance to Borrower in the amount of spell out dollar amount (\$amount) loan ("RDA Loan") evidenced by that certain Promissory Note executed by Borrower in favor of the RDA dated promissory note date ("RDA

Note”);

WHEREAS, the RDA Note is secured by that certain Subordinate Deed of Trust executed by Borrower for the benefit of the RDA, dated DOT Date and recorded on DOT recorded date in the Official Records of Riverside County Recorder’s Office (“Official Records”) as Document No. instrument number (“RDA Deed of Trust”). The RDA Note and RDA Deed of Trust are referred to individually as an “RDA Loan Document” and collectively as the “RDA Loan Documents”. In addition, in connection with the RDA Loan, RDA and Borrower executed and recorded in the Official Records an Agreement Containing Covenants Affecting Real Property dated covenant date and recorded on covenant recorded date in the Official Records as Document No. instrument number (“RDA Covenants”). The RDA Covenants and its priority is not affected by this Agreement. The RDA Covenants is not an RDA Loan Document;

WHEREAS, by enactment of Part 1.85 of Division 24 of the CRL, the RDA was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173;

WHEREAS, the Authority acts as the successor housing entity to the former RDA pursuant to California Health & Safety Code section 34176, and is the successor in interest to the former RDA under all RDA Loan Documents.

WHEREAS, pursuant to a Loan Agreement (“Senior Lender Loan Agreement”) dated as of _____, by and between Senior Lender and Borrower, Senior Lender has provided a loan to Borrower in the approximate principal amount of spell out dollar amount (\$amount) (“Senior Lender Loan”). The Senior Lender Loan is evidenced by a promissory note in the amount equal to the Senior Lender Loan, dated _____ and executed by Borrower in favor of the Senior Lender (“Senior Lender Note”). The Senior Lender Note is secured by that certain Deed of Trust executed by Borrower for the benefit of Senior Lender dated _____, and recorded on _____ in the Official Records as Document No. _____ (“Senior Lender Deed of Trust”) against the Property;

WHEREAS, the Senior Lender Loan Agreement, Senior Lender Note, and Senior Lender Deed of Trust are referred to collectively herein as the “Senior Lender Documents;”

WHEREAS, The Senior Lender is willing to make the Senior Lender Loan provided the

Senior Lender Documents are liens, claims or charges upon the Property prior and superior to the RDA Loan Documents, and provided that the Authority specifically and unconditionally subordinates and subjects the RDA Loan Documents to the liens, claims or charges of the Senior Lender Documents; and

WHEREAS, Authority is willing to specifically and unconditionally subordinate the RDA Loan Documents to achieve and maintain the order of priority listed in the recital above.

NOW THEREFORE, in consideration of the mutual benefits accruing to the lenders and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Senior Lender hereby agree as follows:

1. The Senior Lender Loan and the Senior Lender Documents shall at all times be prior and superior to the liens or charges of the RDA Loan and the RDA Loan Documents.

2. The RDA Loan and the RDA Loan Documents shall at all times be junior and are hereby subordinated to the Senior Lender Loan and the Senior Lender Documents.

3. The Senior Lender would not have made the Senior Lender Loan, and the Authority would not have made the RDA Loan, without this Subordination Agreement.

4. This Agreement shall be the whole and only agreement with regard to the priority and subordination of the Senior Lender Loan, the Senior Lender Documents and the RDA Loan and the RDA Loan Documents, and shall supersede and cancel, but only insofar as would affect the priority among the loans and documents referred to hereinabove, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in any of such loans and documents which provide for the subordination of the lien or charge thereof to another loan or loans; document or documents, deed or deeds of trust or to a mortgage or mortgages.

5. Authority and Senior Lender declare, agree and acknowledge that:

(a) Authority consents to and approves (i) all provisions of the Senior Lender Note and Senior Lender Deed of Trust; (ii) all agreements, including but not limited to reserve agreements, loan agreements, development or escrow agreements, between Borrower and

Senior Lender for the origination, disbursement and servicing of the Senior Lender Loan, which prior to or concurrently herewith have been submitted to Authority. Any increase in the Senior Lender Loan amount shall require the prior consent of the Authority;

(b) Senior Lender consents to and approves all provisions of the RDA Loan Documents described in the Recitals, above; and

(c) Authority intentionally and unconditionally waives, relinquishes and subordinates the lien, charge and encumbrance of the RDA Loan Documents in favor of the prior lien, charge and encumbrance of the Senior Lender Documents as set forth in Paragraph 1 above upon the Property as referred to in this Agreement in favor of the Senior Lender in the order of priority specified in this Agreement and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made, and specific monetary and other obligations are being and will be entered into which would not be made or entered into but for Senior Lender's reliance upon this waiver, relinquishment and subordination.

6. Notwithstanding anything to the contrary contained in this Subordination Agreement, the Senior Lender hereby agrees as follows:

(a) Following any notice from the Senior Lender to the Borrower that a default or breach exists under the terms of the Senior Lender Documents and each of them, and prior to completion of a foreclosure sale thereunder, Senior Lender shall promptly (but in no event later than the following business day) send a copy of such notice ("Bank Notice of default") to the Authority by certified or registered U.S. Mail at the address set forth in Section 8. below, and the Authority shall have the right, but not the obligation, to cure the default as follows: Authority shall have one hundred and twenty (120) days from receipt of the Bank Notice of Default to effect a cure prior to exercise of remedies by Senior Lender under the Senior Lender Documents, or such longer period of time as may be specified in the Senior Lender Documents, provided however, if the default is such that it is not reasonably capable of being cured within such one hundred and twenty (120) days, or such longer period if so specified, and if the Authority (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Authority shall have such

additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Senior Lender.

(b) The Authority shall have the right, but not the obligation, during the cure periods set forth in Section 6. (a) above to cure Borrower's default relative to the Senior Lender Loan and Senior Lender shall accept any such cure and Senior Lender agrees that Senior Lender will not cause an acceleration (or will cause a de-acceleration) of the indebtedness or other obligations of the Borrower under the Senior Lender Documents by reason of the default or breach which has been cured by the Authority;

(c) After a default under the Senior Lender Deed of Trust and/or other Senior Lender Documents, but prior to a foreclosure sale or deed in lieu assignment of the Property, the Authority shall have the right (for itself or any assignee of Authority), but not the obligation, to take title to the Property and cure the default relative to the Senior Lender Documents, without Senior Lender exercising any right it might otherwise have to accelerate the Senior Lender Loan by reason of such title transfer; and

(d) After a default under the Senior Lender Deed of Trust and/or other Senior Lender Documents, but prior to a foreclosure sale or deed in lieu assignment of the Property, the Authority shall have the right (for itself or any assignee of the Authority) (but not the obligation) to purchase the Property from the Borrower and pay all amounts due and owing under the Senior Lender Documents, and Senior Lender agrees that the acquisition of title to the Property by the Authority (or such assignee) shall not constitute an accelerating sale or transfer or an event of default pursuant to the Senior Lender Documents and that upon receipt of such payment Senior Lender shall immediately terminate, release, discharge and reconvey the Senior Lender Deed of Trust and any other liens or encumbrances of Senior Lender on the Property.

7. In connection with the RDA Loan, Authority and Borrower have executed and recorded in the Official Records the RDA Covenants and its priority is not affected by this Agreement, and shall not be extinguished, terminated or cancelled by a foreclosure sale under the Senior Lender Loan.

8. All Notices provided for in this Agreement shall be deemed received when personally delivered, or two (2) days following mailing by certified mail, return receipt

requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing:

Senior Lender: Lender
address
city, state, zip code

Authority: Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504

Borrower: homeowner
address
city, state, zip code

9. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

10. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

THE PARTIES HEREIN AGREE THAT THIS AGREEMENT IS CONTINGENT UPON THE RECORDING OF THIS AGREEMENT WITH THE COUNTY OF RIVERSIDE ASSESSOR-COUNTY CLERK-RECORDER. IF THIS AGREEMENT IS NOT RECORDED WITH THE COUNTY OF RIVERSIDE ASSESSOR-COUNTY CLERK-RECORDER WITHIN THIRTY (30) DAYS OF THE DATE THIS AGREEMENT IS MADE, THEN THIS AGREEMENT WILL BECOME NULL AND VOID IN ITS ENTIRETY WITHOUT FURTHER ACTION OF THE PARTIES.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority, Borrower and Senior Lender have executed this Agreement as of the date first above written.

“AUTHORITY”

“BORROWER”

Housing Authority of the County of Riverside, Homeowner, vesting political subdivision of the State of California

By: _____
Heidi Marshall,
Deputy Executive Director
Housing Authority of the County of Riverside

By: _____
Homeowner's name

Date: _____

Date: _____

APPROVED AS TO FORM
Gregory P. Priamos
County Counsel

By: _____
Jhaila R. Brown
Deputy County Counsel

SENIOR LENDER

lender

By: _____

Name: _____

Its: _____

Date: _____

(All signatures on this page are required to be notarized)

EXHIBIT A
LEGAL DESCRIPTION

Insert legal description

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

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

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