

REDLANDS ESCROW, INC.

306 EAST CITRUS AVENUE
REDLANDS, CALIFORNIA
PHONE: 793-2939

ESCROW INSTRUCTIONS
(Borrower and Lender)

ESCROW NO. 9490-A
DATE June 21, 1983
Lenora K. McCluskey
Escrow Officer

LENDER

TO REDLANDS ESCROW, INC.

I agree with

John E. Holmes and Julie Wanner Holmes

to lend \$46,000.00.....on the herein described

property on the terms and conditions herein set out and will hand you check for \$ 46,000.00 (deposited 6-16-83

which you are authorized to pay out and use in connection with your above Escrow Number on condition you obtain Policy of Title Insurance of California

Land

Title Company insuring in an amount of \$ 141,000.00....on the following described real property, to wit:

Lot 7, Tract No. 9304, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in book 130 of Maps, pages 31 and 32, in the office of the Recorder of said County.

which will show that the title to said property is vested in

JOHN E. HOLMES AND JULIE WANNER HOLMES husband and wife,
as joint tenants

SUBJECT ONLY TO:

(1) Taxes for the fiscal year 1983-1984

, INCLUDING PERSONAL PROPERTY TAXES OF ANY FORMER OWNER, IF ANY, and any and all taxes and assessments levied or assessed subsequent to date of these instructions, except as otherwise specifically required herein.

(2) RESTRICTIONS, CONDITIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD (if any) affecting the use and occupancy of said property as the same may now appear of record, except as otherwise specifically required herein.

(3) First Deed of Trust of record in favor of Security Pacific National Bank with an outstanding balance of \$59,487.07.

2nd Trust Deed executed by

John E. Holmes and Julie Wanner Holmes husband and wife,

in the form customarily used by

California Land Title Company, as Trustee (Contingental Land Title Co.)

to secure their

note for \$ 46,000.00

dated June 16, 19 83

due

1/4%/1/4%/1/4% with interest at (9%) Nine

per cent,

per annum, payable monthly

in favor of

City of Redlands, a Municipal corporation

at Redlands, California,

Principal and interest payable in monthly

installments of \$ 370.14

or more on the same

day of each calendar

month, beginning on 1/4/ 30 days after close

of escrow 1/4//

, and continuing until said principal and interest have been paid.

The following recital to be included in this 2nd deed of trust and note:

"Should the Trustor or their successors in interest without the consent in writing of the Beneficiary sell, transfer, or convey, or permit to be sold, transferred or conveyed, their interest in the property, or any part thereof, then Beneficiary may at their option, declare all sums secured hereby immediately due and payable." Escrow holder is relieved of all liability and/or responsibility as to the validity, regularity and sufficiency of said recital.

Adjust interest to June 16, 1983.

on any new encumbrance by indorsement on note.

Borrower will provide fire insurance in an amount of not less than \$ 46,000.00

for Lender. You will execute on behalf of the parties hereto Mortgage Clause and forward same upon close of escrow to the agent and/or Company insuring with the request, first, that insurer attach Mortgage Clause and/or make such other additions or corrections as may have been specifically required herein and, second, that the agent, thereafter, forward such policies to the parties entitled to them. Mail policy of Title Insurance to Lender named herein.

Pay \$ 46,000.00 to Borrowers credit in sale escrow concurrent herewith.

for trust deed and note.

You shall have no liability in connection with any PERSONAL PROPERTY which is the subject of this escrow.

You will file the necessary Trust Deed and other instruments and then pay any encumbrance you may find against said property, except as set forth above.

Deduct from the amount collected for borrowers account any payments made by you pursuant to these instructions, together with your charges.

Time is the essence of this Agreement and I require that borrower execute these instructions within TEN DAYS and comply with all requirements hereof necessary to place this escrow in condition to close within 10

days from the date hereof, provided however, that if said closing date falls on a

Saturday, Sunday or holiday, the time limit herein set out is hereby extended through the next full business day and provided further that you as escrow holder are authorized to take any administrative steps necessary to implement the closing of this escrow subsequent to said closing date unless otherwise instructed in writing by a party hereto.

I agree to pay the following charges: None.

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE "ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS" ON THE REVERSE SIDE HEREOF AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY AS THOUGH THE REVERSE SIDE HEREOF APPEARED OVER THEIR SIGNATURE.

THE UNDERSIGNED LENDER ACKNOWLEDGES RECEIPT OF A COPY OF THESE ESCROW INSTRUCTIONS.

X CITY OF REDLANDS, a Municipal corporation

P.O. Box 280, Redlands, California.

Signature of

Telephone

Mailing Address

X BY: *John E. Holmes*

Signature of

Telephone

Mailing Address

BORROWER

I have read the foregoing instructions and agree to borrow on the property described on the terms and conditions herein set forth and will within the time limit either hand you or cause to be handed you, the instruments specified, and I require that Lender comply with all terms hereof within the time as listed above.

I agree to pay \$ NONE

commission to broker

and you shall disburse the same to the extent that proceeds of this escrow available therefor become disburseable for my account.

I agree to pay the following charges:

Policy of Title Insurance	\$ <u>NONE</u>
Escrow Fee	\$ <u>NONE</u>
Completing Instruments	\$ <u>20.00</u>
Reconveyance Fee	\$ <u>NONE</u>
Recording Fee	\$ <u>3.00</u>

Date: 6-21-83

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE "ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS" AS SET FORTH HEREIN AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY.

THE UNDERSIGNED BORROWER ACKNOWLEDGES RECEIPT OF A COPY OF THESE ESCROW INSTRUCTIONS.

X John E. Holmes
John E. Holmes

Telephone

Mailing Address

X Julie W. Holmes
(Julie W. Holmes)

Telephone

Mailing Address

TO REDLANDS ESCROW, INC.

"ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS"

Unless otherwise provided, make all adjustments on basis of 30-day month based on latest available figures in case of taxes, assessments or bonds, principal and interest on encumbrances of record based on statements by mortgages, beneficiaries or holders of notes for collection, interest on new encumbrances by endorsement on notes, and rents on basis of statement presented into escrow by seller and approved by buyer, and assume seller will collect all rents due prior to close of escrow. Assume that insurance premiums are paid and transfer on behalf of parties hereto any fire insurance policies handed you. Forward such policies, upon close of escrow, to agent with the request that insurer consent to such transfer or attach Loss Payable or Mortgagee's Clause or other additions or corrections, and that Agent thereafter forward such policies to parties entitled thereto.

The expression "close of escrow," if written in these instructions, shall mean the date first instrument is filed of record.

You shall in no event be liable for forgeries or false personations in connection with these instructions, instruments of record, or those handled in this escrow. You need make payment to or for or deliver documents to any party only if in your exclusive judgment such may be made without your incurring any liability.

If any controversy arises between the parties hereto, or with any third person, you shall not be required to determine the same or take any action but you may await the settlement of any such controversy by final appropriate legal proceedings or otherwise as you may require and/or file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in court their several claims and rights among themselves, notwithstanding anything in these printed or typed instructions to the contrary. In the event such interpleader suit is brought, you shall ipso facto be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon you in this escrow and the parties jointly and severally agree to pay you all costs, expenses and attorneys' fees expended or incurred by you, the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit. In either event, you shall not be liable for interest or damage.

Whenever provision is made herein for the payment of any sum, the delivery of any instrument, or the performance of any act "outside of escrow" the escrow holder shall have no responsibility therefor and shall not be concerned therewith.

You are to cause no examination or report to be made on state, county or city taxes, either real or personal, or state corporation taxes for the year stated on page one prior to date first installment payments are due and payable, and you are to order no special tax report except as herein otherwise specifically instructed. You are to cause no examination of the title to personal property described herein unless specifically instructed herein.

All monies received in this escrow by you shall be deposited in a bank in an "Escrow Funds" account with other escrow funds, and all such monies received in this and other escrows and deposited into the same "Escrow Funds" account shall constitute one General Escrow Fund. All disbursements shall be made to parties in interest, by your check, and checks and instruments will be mailed to one of the parties entitled thereto, if more than one, to address given. Instruct County Recorder to mail instruments in the same manner.

In the event it may be necessary or proper to comply with the conditions and instructions of this escrow, you are authorized to cause to be deposited, during the pendency of this escrow, any funds or documents with any bank, building and loan association, abstract company, title company or another escrow agency licensed under the Escrow Act, to be credited to your account upon recordation of the instruments required to be recorded to complete this escrow; said funds and documents shall be deemed to have been received by you, prior to recording, even though the funds or documents are in the possession of a bank, building and loan association, abstract company, title company, or licensed escrow agency.

If the property involved in this escrow is included in escrow instructions with a bank, building and loan association, abstract company, title company or another escrow agency licensed under the Escrow Act, then you are authorized to make such arrangements with such bank, building and loan association, abstract company, title company or licensed escrow agency, as to delivery to it of cash or instruments as will enable you to comply with the instructions in this escrow.

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of the policies of title or abstracts of title called for, is authorized, and in connection therewith, funds/or instruments received in this escrow may be delivered to or deposited into another escrow being handled by you or deposited with any title or abstract company, or another escrow agency licensed under the Escrow Act, for the purpose of complying with the terms and conditions of these escrow instructions.

The parties to these escrow instructions authorize you to destroy these instructions and all other instruments and records in this escrow at any time after 5 years from the date of these instructions.

Order search of title. Deliver title policy to parties entitled thereto. Prepare documents for my signature.

I, as borrower, will pay on demand, regardless of the consummation of this escrow, all charges and costs incurred by you for me as borrower, including but not limited to fee for preparing instruments I should execute, or have executed, fee for recording documents, insurance endorsements, your buyer's escrow fee and all other expenses and costs incurred as is in this escrow provided.

Each person signing these instructions on the reverse side hereof authorizes you to deduct all their expenses in this escrow from funds due them.

Each person signing these instructions on this side hereof authorizes you to deduct from their net proceeds in this escrow any amount they may owe you in any other matter.

The signing parties hereto jointly and severally agree to pay on demand all attorney's fees, costs and damages suffered or incurred by you in case of any controversy or litigation, including but not limited to, a suit in interpleader brought by you, in connection with or arising out of this escrow, plus reasonable compensation for time and expense in preparing for and/or attending court and you are hereby given a lien upon all rights, titles and interest of each of the undersigned in all escrowed papers and other property or moneys deposited in this escrow, to protect your rights and to indemnify and reimburse you hereunder.

Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

All parties agree that as far as your rights and liabilities are involved, this transaction is an escrow and not any other legal relation and you are an escrow holder only on the within expressed terms, and you shall have no responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange, or other transaction involving any property herein described or of any profit realized by any person, firm or corporation (broker, agent and parties to this and/or any other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow.

One or more of the brokers named herein are shareholders of Redlands Escrow, Inc.

These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed on original and said counterparts together shall constitute one and the same instrument. Any amended supplemental or additional instructions given shall be subject to the foregoing conditions and instructions.

83-137619

AND WHEN RECORDED MAIL TO

NAME City of Redlands
STREET ADDRESS P.O. Box 280
Redlands, California 92373
CITY
STATE
ZIP

4.00
A

RECORDED IN OFFICIAL RECORDS
JUN 22 1983 AT 8 A.M.
SAN BERNARDINO COUNTY, CALIF.

Order No. 05-113996 Escrow No. 9490

DEED OF TRUST WITH RENT ASSIGNMENT

On June 16, 1983, for the Purpose of Securing the Payment of the indebtedness of
JOHN E. HOLMES AND JULIE WANNER HOLMES husband and wife,

THE TRUSTOR, whose address is 792 Hilary Lane, Redlands, California 92373 to
CITY OF REDLANDS A MUNICIPAL CORPORATION,

THE BENEFICIARY, as evidenced by Trustor's Promissory Note of even date herewith, for \$ 46,000.00
payable to Beneficiary, or order, and any extension or renewal thereof, and each additional sum that Trustor may borrow
from Beneficiary as evidenced by Trustor's Promissory Note and his written memorandum hereon showing amount and date
of each Note secured hereby; and, to secure Trustor's performance hereunder, Trustor hereby IRREVOCABLY GRANTS
AND ASSIGNS, with power of sale, to CONTINENTAL LAND TITLE COMPANY, a Corporation, as TRUSTEE, that
property in San Bernardino County, California, described as:

Lot 7, Tract No. 9304, in the City of Redlands, County of San Bernardino, State of
California, as per plat recorded in book 130 of Maps, pages 31 and 32, in the office of
the Recorder of said County.

Should the Trustor or their successors in interest without the consent in writing of the
Beneficiary sell, transfer, or convey, or permit to be sold, transferred or conveyed, their
interest in the property, or any part thereof, then Beneficiary may at their option, declare
all sums secured hereby immediately due and payable.

This Deed of Trust is second and junior in lien to a Deed of Trust of record in favor of
Security Pacific National Bank.

Trustor hereby assigns to Beneficiary all rents, issues and profits of said realty reserving the right to collect and use the same except during
continuance of default hereunder and during continuance of such default, authorizes Beneficiary to collect and enforce the same by any law-
ful means in the name of any party hereto, anything to the contrary incorporated by reference notwithstanding.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the
note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma
County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the
county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	832	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego					

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part
hereof as fully as though set forth herein at length, that he will observe and perform said provisions; and that the references to property,
obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.
The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address
hereinbefore set forth.

STATE OF CALIFORNIA }
COUNTY OF San Bernardino } SS.

On June 21, 1983 before me, the under-
signed, a Notary Public in and for said State, personally appeared

John E. Holmes and Julie Wanner
Holmes - - - - -

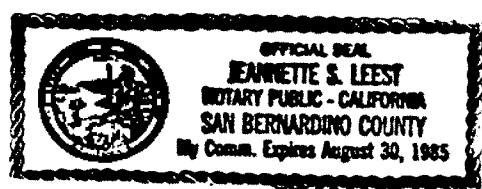
Signature of Trustor

John E. Holmes
(John E. Holmes)

Julie Wanner Holmes
(Julie Wanner Holmes)

known to me personally (or to be the person(s) whose name(s) is (are) subscribed to the
within instrument and acknowledged that they executed
the same. Witness my hand and official seal.

Signature Jeannette S. Leest
Notary's Name



(Space above for official notarial seal)

BENEFICIARY'S DEMAND STATEMENT

Redlands, California

November 21,, 1990

Loan No. HOLMES

Your Escrow No. 8614-DC

Guardian Escrow Inc.

101 East Redlands Blvd., Suite 180

P.O. Box 8428

Redlands, CA 92375-1628

You are handed herewith Note and Deed of Trust (with request for reconveyance)—or Mortgage (with release of same)—recorded in Book Instrument No. 83-137619, page of Official Records of San Bernardino County, California, together with note secured thereby, executed by John E. Holmes and Juloe Wanner Holmes on the 16 th day of June 19 83; covering property described as follows:

792 Hilary Lane Redlands, California 92373

You are authorized to use the instruments handed you herewith, as the interests of the parties to them may appear, when you are prepared to issue your check, within 30 days from date hereof, payable to the order of ✓ CITY OF REDLANDS for the balance of \$ ✓ 42,834. owing on said note, and interest on \$ ✓ 42,834., at the rate of ✓ 9. per cent per annum, from ✓ Nov. 21, 1990 to date of closing your escrow.

If payment cannot be made at the time herein designated, you may comply with this demand at the earliest date possible thereafter, unless written demand is made upon you for the return of the instruments hereby consigned to you.

The City of Redlands
Signature BY: 

Address Post Office Box 3005
Redlands, California 92373
Phone 798-7540

The amount as demanded above
is hereby approved for payment.

A Full Reconveyance will be issued only when the original note or notes, together with the Deed of Trust securing payment thereof, are surrendered to the Trustee for cancellation, accompanied by this Request signed by all owners of the note or notes, together with the reconveyance fee.

Request for Full Reconveyance

INLAND BROOKSIDE SERVICES
A CORPORATION

Date: November 21, 1990

The undersigned owns and holds ^a promissory note for the sum of \$ 46,000.00
Forty-six thousand and no/100 dollars, and all other indebtedness secured

by a Deed of Trust dated June 16, 1983 19, made by

John E. Holmes and Julie Wanner Holmes

Instrument No. 83-137619

Trustor, recorded June 22, 19 83, File No. in Book

Page, Official Records of San Bernardino County, California.

You are notified that all indebtedness secured by said Deed of Trust has been fully paid; and you are directed upon surrender to you for cancellation of said Deed of Trust and note or notes, and upon payment to you of any sums owing to you under the terms of said Deed of Trust, to reconvey without warranty to "the person or persons legally entitled thereto" the estate now held by you and acquired through said Deed of Trust.

The City of Redlands

BY:

[Signature]

This space for use by Trustee.

REGISTER NO.

Clerk

Reconveyance issued

Checked by

Delivered to

Note and Trust Deed Cancelled

Address for mailing of reconveyance:

Post Office Box 3005

Redlands, California 92373

LS

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT-INTEREST INCLUDED)

§ 46,000.00 Redlands California June 16, 19 83

In installments as herein stated, for value received, I promise to pay to **CITY OF REDLANDS, A MUNICIPAL CORPORATION** - - - - -

or order at **Redlands, California** - - - - -

the sum of **FORTY SIX THOUSAND AND NO/100** - - - - - DOLLARS.

with interest from **its adjusted date** on unpaid principal at the rate of
(9%) NINE - - - - - per cent per annum; principal and interest payable in installments of
THREE HUNDRED SEVENTY AND 14/100 - - - - - Dollars

or more on the **same** day of each **calendar** month, beginning on the
22nd day of **July**, 19 **83**,

and continuing until said principal and interest have been paid.

Should the Trustor or their successors in interest without the consent in writing of the Beneficiary sell, transfer, or convey, or permit to be sold, transferred or conveyed, their interest in the property, or any part thereof, then Beneficiary may at their option, declare all sums secured hereby immediately due and payable.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in payment of any installment of principal or interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a DEED OF TRUST to CONTINENTAL LAND TITLE COMPANY, a corporation, as Trustee.

John E. Holmes
(John E. Holmes)

Julie Warner Holmes
(Julie Warner Holmes)