

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

COMMUNITY TITLE

AND WHEN RECORDED MAIL TO:

Redevelopment Agency
35 Cajon Street
Ste 200
Redlands, Ca.
92373

Recorded in Official Records, City of San Bernardino



LARRY WALKER
Auditor/Controller - Recorder

860 Community Title

6/12/2007
8:00 AM
LM

Doc#: 2007-0349751



Titles: 1 Pages: 9

Fees	32.00
Taxes	0.00
Other	0.00
PAID	\$32.00

SPACE ABOVE FOR RECORDER'S USE ONLY

HABITAT (TRIBUNE AVE)

Deed of Trust

Title of Document

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
Redevelopment Agency of the City of Redlands)
35 Cajon Street, Suite 200)
Redlands, CA 92373-1505)
Attn: Executive Director)
)

Exempt from recording fee pursuant to Government Code Section 27383

DEED OF TRUST

This **DEED OF TRUST** (this "Deed of Trust"), is made as of June 7, 2007, by **HABITAT FOR HUMANITY, SAN BERNARDINO AREA, INC.**, a California nonprofit corporation ("Trustor"), whose address is 1235 Indiana Court, Suite #111, Redlands, CA 92373, to **REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS** (and in such capacity herein called the "Trustee"), for the benefit of the **REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS**, a public body, corporate and politic (and in such capacity herein called the "Beneficiary"), having an office located at 35 Cajon Street, Suite 200, Redlands, California 92373-1505.

The Trustor, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the property located in the City of Redlands, State of California, described in the attached Exhibit "A" and, in part, more commonly known as: Assessor Parcel Number 0169-106-08 located on Tribune Street, Redlands, California (APN 0169-106-08)(the "Property").

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust. All of the foregoing, together with the Property, is herein referred to as the "Security";

TO SECURE to the Beneficiary the repayment of the sums evidenced by a Promissory Note and performance of the terms and conditions established therein, executed by Trustor dated June 7, 2007, in the amount of One Hundred Twelve Thousand Dollars (\$112,000.00) ("Note"); and

TO SECURE the payment of all other sums and performance of all other covenants and agreements of Trustor herein contained.

TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Trustor's Estate. That Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security. Trustor agrees to warrant and defend generally the title

to the Security against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the Beneficiary's interest in the Security.

2. Repayment of Loan. Trustor will promptly repay, when due, the principal required by the Note.

3. Agreement. Trustor will observe and perform all of the covenants and agreements of the Owner Participation Agreement between Trustor and Beneficiary, dated March 20, 2007.

4. Charges; Liens. Trustor will pay all taxes, assessments, and other charges, fines, and impositions attributable to the Security which may attain a priority over this Deed of Trust, by Trustor making any payment, when due, directly to the payee thereof. Trustor will promptly furnish to the Beneficiary all notices of amounts due under this paragraph, and in the event Trustor makes payment directly, Trustor will promptly discharge any lien which has actual or claimed priority over this Deed of Trust and will in good faith, contest such lien by, or defend enforcement of such lien, in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. Protection of the Beneficiary's Security. Trustor shall keep said Property in good condition and repair which shall include, but not be limited to; not removing or demolishing any building thereon; completing or restoring promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; complying with all laws affecting said Property, or requiring any alterations or improvements to be made thereon; not committing or permitting waste thereof; not committing, suffering or permitting any act upon said Property in violation of law; and cultivating, irrigating, fertilizing, fumigating, pruning and doing all other acts which form the character or use of said Property as may be reasonably necessary. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the Beneficiary's interest in the Security, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Beneficiary, at the Beneficiary's option, upon notice to Trustor, may make such appearances, disburse such sums and take such action as it determines necessary to protect the Beneficiary's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Security to make repairs. Any amounts disbursed by the Beneficiary pursuant to this paragraph, with interest thereon, will become an indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree in writing to other terms of payment, such amount will be payable upon notice from the Beneficiary to Trustor requesting payment thereof, and will bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph will require the Beneficiary to insure any expense or take any action hereunder.

6. Inspection. The Beneficiary may make or cause to be made reasonable entries upon and inspections of the Security; provided that the Beneficiary will give Trustor reasonable notice of inspection.

7. Forbearance by the Beneficiary Not a Waiver. Any forbearance by the Beneficiary in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Beneficiary will not be a waiver of the Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

8. Insurance. Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires. The insurance carrier providing Trustor said insurance shall choose the insurance subject to Beneficiary's approval, which shall not be unreasonably withheld. If Trustor fails to maintain coverage described above, Beneficiary may at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with this paragraph 8. All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Trustor shall promptly give Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Beneficiary shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor. Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Trustor. If Trustor abandons the Property, or does not answer within 30 days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given. Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in the Note or change the amount of the payments. If pursuant to this Deed of Trust the Property is acquired by the Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

9. Defense of Security. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

10. Payment of Taxes and Assessments. To pay at least ten days before delinquency: all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or

proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

11. Condemnation. That any compensation or award of damages in connection with any condemnation, including the threat thereof, for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

12. Non-Waiver. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

13. Trustee's Actions. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

14. Payment of Superior Obligations. That Trustor shall promptly pay when due the payments of interest, principal, and all other charges accruing under any superior trust deed, mortgage, or other instrument encumbering the Property, as provided for in the Note. Beneficiary shall have the right, but not the obligation, to cure any defaults on any superior deed of trust or promissory note secured thereby and upon curing such default Trustor shall immediately reimburse Beneficiary for all costs and expenses incurred thereby, together with interest thereon at the maximum legal rate permitted to be charged by non-exempt lenders under the State of California, and Trustor's failure to pay such amount on demand shall be a breach hereof. Trustor's breach or default of any covenant or condition of any superior trust deed, mortgage or other instrument encumbering the Property shall be a default under this Deed of Trust.

15. Limitations on Transfer. If the Trustor shall die or sell, convey, transfer, hypothecate or alienate the real property described herein, or any part thereof, or any interest therein, or shall be divested of title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, or if Trustor shall fail to make any payments due under the Note secured by this Deed of Trust, or fail to perform any other obligation under this Deed of Trust or Note secured hereby, or any other deed of trust encumbering the Property, then Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

16. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

17. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the representative successors and assigns of the Beneficiary and Trustor subject to the provisions of this Deed of Trust.

18. Joint and Several Liability. All covenants and agreements of Trustor shall be joint and several.

19. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust will be given by certified mail, addressed to Trustor at the address shown in the first page of this Deed of Trust or such other address as Trustor may designate by notice to the Beneficiary as provided herein, and (b) any notice to the Beneficiary will be given by express delivery, return receipt requested, to the Beneficiary at: the Redevelopment Agency of the City of Redlands, 35 Cajon Street, Redlands California 92373, Attention: Redevelopment Director, or to such other address as the Beneficiary may designate by notice to Trustor as provided above. Notice shall be effective as of the date received by Beneficiary as shown on the return receipt.

20. Governing Law. The laws of the State of California shall govern this Deed of Trust.

21. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

22. Acceleration; Remedies. Upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust or the Note including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the Beneficiary, prior to acceleration, will mail by certified mail, return receipt requested notice to Trustor specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Trustor as shown on the return receipt, by which such breach is to be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Security. The notice will also inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the Trustee, at the Beneficiary's option, may: (a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; (b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Security, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the

right to exercise the power of sale; (c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (d) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924, et seq., as amended from time to time; or (d) exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law. The Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

23. Trustor's Right to Reinstate. Notwithstanding the Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor will have the right to have any proceedings begun by the Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust and the Note and no acceleration under the Note has occurred; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust and the Note; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust and the Note and in enforcing the Beneficiary's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

24. Reconveyance. Upon Trustor's payment of all sums secured by this Deed of Trust, the Beneficiary will request the Trustee to reconvey the Security and will surrender this Deed of Trust and the Note to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

25. Assumption. The Note and this Deed of Trust and the terms and conditions hereof are personal to Trustor. Trustor acknowledges that this Note may not be assumed by or transferred to anyone without the express written consent of the Beneficiary.

26. Substitute Trustee. The Beneficiary, at the Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

27. Request for Notice. Trustor requests that copies of the notice of default and notice of sale be sent to Trustor at the address set forth above. Beneficiary requests that copies of the notice of default and notice of sale be sent to Beneficiary at the address set forth above.


28. Subordination. Except as specifically authorized by this Deed of Trust and the Note, this Deed of Trust shall not be subordinate to any other encumbrances on the Property.

29. Conformance. By this reference, the text of the Note is incorporated within this Deed of Trust, as though they were fully set forth herein.

30. Severability. If any term or provision of this Deed of Trust shall to any extent be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Deed of Trust shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date first written above.

**HABITAT FOR HUMANITY, SAN
BERNARDINO AREA, INC.**, a California nonprofit
corporation

By: 
Paula Akompong, Executive Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino } ss.

On

June 7, 2007

before me,

Janice McConnell, Notary Public

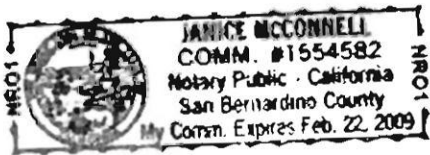
personally appeared

Paula Akompong

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Name(s) of Signer(s)

☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Janice McConnell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document:

Deed of Trust

Document Date:

June 7, 2007

Number of Pages:

7

Signer(s) Other Than Named Above:

none

Capacity(ies) Claimed by Signer

Signer's Name:

Paula Akompong

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — Limited General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other:

Executive Director

Signer Is Representing:

Habitat for Humanity
San Bernardino, Inc.

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here