

Order No. _____
Escrow or Loan No. _____

RECORDING REQUESTED BY

When Recorded Mail To:
Redlands Railway & Dev. Co.
P.O. Box 240
Redlands, CA 92373
ATTN: Philip M. Schott

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made _____, between
REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS, a body
corporate and politic of the State of California herein called TRUSTOR,
whose address is 30 Cajon Street Redlands CA
(Number and Street) (City) (State)
FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and
REDLANDS RAILWAY AND DEVELOPMENT COMPANY, a California
general partnership, herein called BENEFICIARY,
WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the
City of Redlands County of San Bernardino, State of California, described as:

Parcel 1 of Parcel Map No. 9560 per Map recorded in Book 103
at Page 72 of Parcel Maps.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to
collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$ 192,107.00 with interest thereon according to the terms of a promissory note or
notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each
agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to
Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements,
and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each
and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other
counties August 18, 1964, 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, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision
A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed
of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided
the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth

STATE OF CALIFORNIA
COUNTY OF San Bernardino ss.

On March 19, 1986 before me, the
undersigned, a Notary Public in and for said State, personally appeared
Carole Beswick

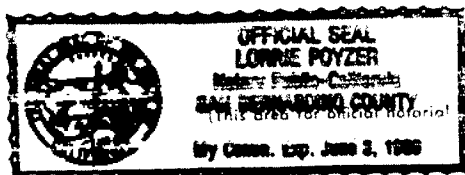
known to me to be the Chairman ~~SECRET~~ and
Derrill Quaschnick, known to me to be
Director ~~SECRET~~ of the corporation that executed

the within Instrument, known to me to be the persons who executed the
within Instrument on behalf of the corporation therein named, and acknowl-
edged to me that such corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal
Signature Loirie Poyzer
Loirie Poyzer
Name (Typed or Printed)

Signature of Trustor
REDEVELOPMENT AGENCY OF THE
CITY OF REDLANDS
Carol Beswick
Carol Beswick, Chairman

Derrill Quaschnick
Derrill Quaschnick, Director



NOTE SECURED BY DEED OF TRUST

(Straight Note)

\$192,107.00

Redlands, California

March 19, 1986
(Date)

Quarterly after date, for value received, the undersigned promises to pay to REDLANDS RAILWAY AND DEVELOPMENT CO., a general partnership, or order, at such address as may be designated by payee, the sum of \$4,082.27 quarterly after date hereof, being interest only at 8.5% per annum and continuing for a total of 20 quarterly payments; thereafter, payable in 20 equal quarterly installments of principal and interest in the amount of \$11,890.83.

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 of 12% per annum. Should default be made in payment of 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, the undersigned promises to pay such sum as the Court may fix as attorney's fees. This Note is secured by Deed of Trust to FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee.

In the event that the interest on this Note becomes includable for Federal Income Tax purposes in the gross income of the payee, from and after such date the interest rate on this Note shall be adjusted to 12% per annum.

REDEVELOPMENT AGENCY OF
THE CITY OF REDLANDS

ATTESTED BY:


Lorrie Poyzer
Secretary of Redevelopment
Agency of the City of Redlands

By: 
Carol Beswick
Chairman


Derrill Quaschnick
Director



AMENDED INSTRUCTIONS

Branch 22 Redlands Plaza
Redlands, CA 92373
Telephone 798-2244
Escrow No. 1594
Date March 13, 1986

Previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following particulars only:

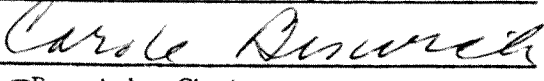
Legal description covering subject property is amended to read as follows:

Parcel 1 of Parcel Map No. 9560, as per map recorded in Book 103, page 72 of Parcel Maps, records of said County.

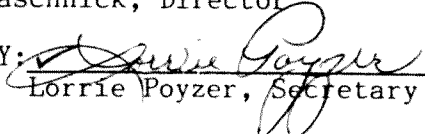
Buyers herein acknowledge receipt of preliminary report of title covering subject property as issued by Continental Land Title Company, Order No. 05-137299 and approve same.

All other terms and conditions remain unchanged.


Redevelopment Agency of the City of
Redlands, ~~a California Corporation~~

By: 
Carole Reswick, Chairman

By: 
Derrill Quaschnick, Director

ATTESTED BY: 
Lorrie Poyzer, Secretary

Redlands Railway and Development Company,
a General Partnership

By: _____
