

RECORDING REQUESTED BY

The Redevelopment Agency of the  
City of Redlands, California

City Hall

Vine and Cajon Streets  
Redlands, CA 92373

AND WHEN RECORDED MAIL TO

93378 1843

RECORDED IN OFFICIAL RECORDS

1148

FEB 28 1978 AT 11:00 AM

V. DENNIS WARDLE

CLERK-RECORDER

SAN BERNARDINO COUNTY, CALIF.

Secretary

Redevelopment Agency of the  
City of Redlands

P. O. Box 280

Redlands, CA 92373

NO FEE  
D

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TO 495-1 C

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 31<sup>ST</sup> day of JANUARY 1978, between

REDLANDS MALL ASSOCIATES, a California limited partnership, herein called TRUSTOR,  
whose address is 200 Continental Boulevard, El Segundo, California 90245,  
(number and street) (city) (zone) (state)

TITLE INSURANCE AND TRUST COMPANY, a California corporation, herein called TRUSTEE, and

THE REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS, CALIFORNIA

, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE,  
that property in the City of Redlands, San Bernardino County, California, described as:  
That portion of Lot 28, Block 77, Rancho San Bernardino, as per map recorded in Book  
7, Page 2 of Maps, and Block D, Central Townsite as per map recorded in Book 8, Page 57  
of Maps, in the City of Redlands, County of San Bernardino, State of California,  
described as follows:

Beginning at the intersection of the centerline of Redlands Boulevard with the centerline  
of Third Street as shown on a Record of Survey recorded in Book 29 of Records of Survey,  
Page 61, in said County and State; Thence North 0°20'19" West along said centerline of  
Third Street 228.71 feet to its intersection with a line parallel with and 15.00 feet  
Southerly (measured at right angles) from the centerline of the Southern Pacific Rail-  
road; thence North 89°53'38" East along last said parallel line 27.12 feet to its  
intersection with the East right-of-way line of said Third Street; last said intersection  
being the TRUE POINT OF BEGINNING; thence continuing North 89°53'38" East, 456.10 feet  
to the intersection with a line parallel with and 44.00 feet Westerly (measured at  
right angles) from the centerline of Orange Street; thence South 0°19'02" East, 166.41  
feet along last said parallel line to the beginning of a tangent curve concave  
Northwesterly and having a radius of 13.00 feet; thence Southerly and Westerly along  
last said curve through a central angle of 90°18'07" 20.49 feet to a point of tangency  
with the North right-of-way line of Redlands Boulevard; thence South 89°59'05" West  
along last said right-of-way line 426.06 feet to the beginning of a tangent curve concave  
Northeasterly and having a radius of 17.00 feet; thence Westerly and Northerly along  
said curve through a central angle of 89°40'36", 26.61 feet to a point of tangency with  
said East right-of-way line of Third Street; thence North 0°20'19" West along last said  
line 161.85 feet to the true point of beginning.

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. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of  
even date herewith, and any extension or renewal thereof, in the principal sum of \$148,000.00 executed by Trustor in favor of  
Beneficiary or order.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and  
in good and 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 therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be  
made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate,  
irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific  
enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under  
any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-  
mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not  
cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) 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.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water  
stock; when due, all incumbrances, 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 incumbrance, 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.

(5) 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.

600-9378 PAGE 1846

(6) That any award of damages in connection with any condemnation 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 him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed 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.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

\*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.

\*(15) Beneficiary agrees that, upon request by Trustor, Beneficiary shall execute a non-disturbance and attornment agreement in favor of any lessees of the property.

STATE OF CALIFORNIA, } SS.  
COUNTY OF \_\_\_\_\_

REDLANDS MALL ASSOCIATES,  
a California limited partnership

BY: ERNEST W. HAHN, INC.,  
General Partner

By: *[Signature]*

BY: R-J INVESTMENTS  
General Partner

By: *[Signature]*

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

\_\_\_\_\_, known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name (Typed or Printed)

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

(This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow or Loan No. \_\_\_\_\_

Deed of Trust  
WITH POWER OF SALE  
(LONG FORM)  
Title Insurance  
and  
Trust Company  
AS TRUSTEE

COMPLETE STATEWIDE TITLE SERVICE  
WITH ONE LOCAL CALL

DO NOT RECORD

FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST  
OFFICE OF THE TITLE INSURANCE AND TRUST COMPANY

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated \_\_\_\_\_

To TITLE INSURANCE AND TRUST COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

*The City of Redlands*

(By) *[Signature]* Mayor

(By) *Peggy A. Joseph* City Clerk

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RECORDING REQUESTED BY  
The Redevelopment Agency of the  
City of Redlands, California  
City Hall  
Vine and Cajon Streets  
Redlands, CA 92373  
AND WHEN RECORDED MAIL TO

505-9378 PAGE 1843

1148

RECORDED IN OFFICIAL RECORDS  
FEB 28 1978 AT 11:00 AM

V. DENNIS WARDLE  
CLERK-RECORDER  
SAN BERNARDINO COUNTY, CALIF.

Name Secretary  
Redevelopment Agency of the  
City of Redlands  
Street Address P. O. Box 280  
City & State Redlands, CA 92373

NO TAX DUE

NO FEE

NO FEE  
D

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TO 495-1 C

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 31<sup>ST</sup> day of JANUARY 1978, between

REDLANDS MALL ASSOCIATES, a California limited partnership, herein called TRUSTOR,  
whose address is 200 Continental Boulevard, El Segundo, California 90245  
(number and street) (city) (zone) (state)

TITLE INSURANCE AND TRUST COMPANY, a California corporation, herein called TRUSTEE, and  
THE REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS, CALIFORNIA

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE,  
that property in the City of Redlands, San Bernardino County, California, described as:  
That portion of Lot 28, Block 77, Rancho San Bernardino, as per map recorded in Book  
7, Page 2 of Maps, and Block D, Central Townsite as per map recorded in Book 8, Page 57  
of Maps, in the City of Redlands, County of San Bernardino, State of California,  
described as follows:

Beginning at the intersection of the centerline of Redlands Boulevard with the centerline  
of Third Street as shown on a Record of Survey recorded in Book 29 of Records of Survey,  
Page 61, in said County and State; Thence North 0°20'19" West along said centerline of  
Third Street 228.71 feet to its intersection with a line parallel with and 15.00 feet  
Southerly (measured at right angles) from the centerline of the Southern Pacific Rail-  
road; thence North 89°53'38" East along last said parallel line 27.12 feet to its  
intersection with the East right-of-way line of said Third Street; last said intersection  
being the TRUE POINT OF BEGINNING; thence continuing North 89°53'38" East, 456.10 feet  
to the intersection with a line parallel with and 44.00 feet Westerly (measured at  
right angles) from the centerline of Orange Street; thence South 0°19'02" East, 166.41  
feet along last said parallel line to the beginning of a tangent curve concave  
Northwesterly and having a radius of 13.00 feet; thence Southerly and Westerly along  
last said curve through a central angle of 90°18'07" 20.49 feet to a point of tangency  
with the North right-of-way line of Redlands Boulevard; thence South 89°59'05" West  
along last said right-of-way line 426.05 feet to the beginning of a tangent curve concave  
Northeasterly and having a radius of 17.00 feet; thence Westerly and Northerly along  
said curve through a central angle of 89°40'36", 26.61 feet to a point of tangency with  
said East right-of-way line of Third Street; thence North 0°20'19" West along last said  
line 161.85 feet to the true point of beginning.

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. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of  
even date herewith, and any extension or renewal thereof, in the principal sum of \$ 148,000.00 executed by Trustor in favor of  
Beneficiary or order.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and  
in good and 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 therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be  
made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate,  
irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific  
enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under  
any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-  
mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not  
cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) 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.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water  
stock; when due, all incumbrances, 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 incumbrance, 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.

(5) 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.

(6) That any award of damages in connection with any condemnation 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 him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed 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.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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.

(15) Beneficiary agrees that, upon request by Trustor, Beneficiary shall execute a non-disturbance and attornment agreement in favor of any lessees of the property.

REDLANDS MALL ASSOCIATES, a California limited partnership

STATE OF CALIFORNIA, } SS.  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

BY: ERNEST W. HAHN, INC., General Partner

By: \_\_\_\_\_

\_\_\_\_\_, known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same. WITNESS my hand and official seal.

BY: R-J INVESTMENTS General Partner

By: \_\_\_\_\_

Signature \_\_\_\_\_

Name (Typed or Printed) \_\_\_\_\_

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

(This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow or Loan No. \_\_\_\_\_

TO 448 C

(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA } SS.  
COUNTY OF Los Angeles

On January 27, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the President, and \_\_\_\_\_, known to me to be the Secretary of Ernest W. Hahn, Inc., the corporation that executed

the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation. said corporation being known to me to be one of the partners of Redlands Mall Associates the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal. Signature \_\_\_\_\_

Name (Typed or Printed) \_\_\_\_\_



(This area for official notarial seal)

TI

THE NEAREST COMPANY ANCE

be within Deed of Trust, are hereby requested and I Trust, to cancel all other with the said Deed I said Deed of Trust, the

if secures. ice will be made.

NO FEE NO TAX DUE

DO NOT DESTROY THIS NOTE: WHEN PAID, THIS  
NOTE AND DEED OF TRUST SECURING SAME MUST  
BE SURRENDERED TO TRUSTEE FOR CANCELLATION  
BEFORE RECONVEYANCE WILL BE MADE

PROMISSORY NOTE SECURED BY

DEED OF TRUST

\$148,000  
8 1/2%

El Segundo, California  
31, JANUARY, 1978

FOR VALUE RECEIVED, the undersigned, REDLANDS MALL ASSOCIATES, a California limited partnership ("Maker"), hereby promises to pay to THE REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS, CALIFORNIA ("Payee"), or order, at City Hall, Vine and Cajon Streets, Redlands, California 92373 or at such other place as the holder hereof may from time to time designate by written notice to Maker, in lawful money of the United States of America, the sum of ONE HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$148,000), plus interest at the rate of EIGHT AND ONE-HALF PERCENT (8 1/2%) per annum from the date hereof on the unpaid balance, principal and interest to be paid as set forth below:

1. This Note is secured by a Deed of Trust (the "Deed of Trust") executed by Maker in favor of Payee.

2. Payments

(a) Commencing on the first (1st) anniversary date hereof, and continuing thereafter on the second (2nd), third (3rd) and fourth (4th) such anniversary dates thereafter, Maker shall pay to the holder hereof, at the address set forth above, payments in the amount of TEN THOUSAND DOLLARS (\$10,000) each.

(b) All payments shall be applied first against accrued interest at the rate of EIGHT AND ONE-HALF PERCENT (8 1/2%) per annum from the date

hereof on the unpaid principal balance, and secondly against principa

(c) On the fifth (5th) anniversary date hereof, Maker shall pay to Payee, in one lump sum, all unpaid principal and interest accrued and unpaid to that date.

3. The entire unpaid balance of principal amount of this Note shall, at the election of Payee, become immediately due and payable upon the occurrence of any of the following:

(a) Any failure on the part of the Maker to make any payment when the same is due and to cure such default within ten (10) days after notice is given by Payee.

(b) Any failure on the part of Maker (i) to perform or observe any of its obligations under the Deed of Trust and (ii) to commence and proceed diligently to cure such default within twenty (20) days after written notice thereof is given by Payee, and in any event to cure such default within forty-five (45) days after the date on which such notice is given.

(c) The filing by Maker of a voluntary petition in bankruptcy, a petition for reorganization, arrangement or other relief under the National Bankruptcy Act, or a voluntary petition for the appointment of a receiver or for other relief under the laws of any State, or the making by Maker of an assignment of all or substantially all of its assets for the benefit of creditors.

(d) The adjudication of Maker as a bankrupt or insolvent, the appointment of a receiver of all or substantially all of Maker's assets, or the entry of an order of the reorganization of Maker under the National Bankruptcy Act, if such adjudication, order or appointment is made upon a petition filed against Maker and is not, within sixty (60) days after it is made, vacated



or stayed on appeal or otherwise, or if Maker by any action or failure to act signifies its approval thereof, consent thereto or acquiescence therein.

(e) The dissolution of Maker.

4. In the event of any failure on the part of Maker to make any payment when the same is due, Payee shall be entitled to recover from Maker all costs of effecting collection of the same, including reasonable attorneys' fees and all costs of collection. Any principal not paid when due shall bear interest at the rate of TEN PERCENT (10%) per annum from the date of delinquency until paid.

5. Any notice to either party hereto may be given by delivering the same in writing to such party in person, or by sending the same by registered or certified mail with postage charges prepaid to the following mailing addresses or to any other mailing address within the State of California which the parties notify each other of:

Maker: 200 Continental Boulevard  
El Segundo, California 90245  
Attention: Treasurer

Payee: City Hall  
Vine and Cajon Streets  
Redlands, California 92373

Notices shall be effective upon the date of receipt, provided that notices shall be presumed received no later than two (2) days following the date of sending.

6. This Note shall be enforced in accordance with the laws of the State of California and shall be construed in accordance therewith.

Maker has set its hand on this Note effective as of the date  
set forth above.

REDLANDS MALL ASSOCIATES,  
a California limited partnership

BY: ERNEST W. HAHN, INC.,  
General Partner

By:   
\_\_\_\_\_

BY: R-J INVESTMENTS  
General Partner

By:   
\_\_\_\_\_

"MAKER"



Promissory Note

Date	Note	R <sub>F</sub>	Interest	Paid	P <sub>2</sub>	Balance
1/31/12 to 1/31/13	146,000 <sup>00</sup>	8 1/2	12,580 <sup>00</sup>	10,000 <sup>00</sup>		150,580 <sup>00</sup>
1/31/13 to 1/31/14	258,000 <sup>00</sup> 148,000 <sup>00</sup>	✓	12,799 <sup>30</sup>	10,000 <sup>00</sup>		153,379 <sup>30</sup>
1/31/14 to 1/31/15	5379 <sup>30</sup> 148,000 <sup>00</sup>	✓	13,037 <sup>24</sup>	10,000 <sup>00</sup>		156,416 <sup>54</sup>
1/31/15 to 1/31/16	8416 <sup>54</sup> 148,000 <sup>00</sup>	✓	13,295 <sup>41</sup>	10,000 <sup>00</sup>		159,711 <sup>95</sup>
1/31/16 to 1/31/17	11,711 <sup>95</sup> 148,000 <sup>00</sup>	✓	13,575 <sup>52</sup>	IN FULL		173,287 <sup>47</sup>

Parcel "C"