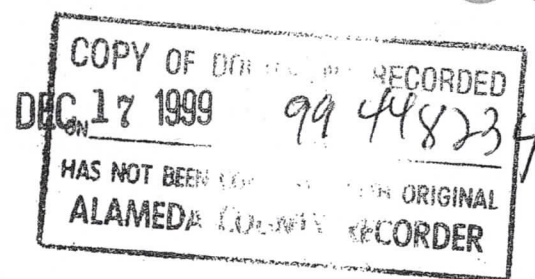


COPY

Recording Requested by and
After Recording Return To:

Redevelopment Agency of
City of San Leandro
835 East 14th Street
San Leandro, CA 94577



DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on August 2, 1999. The grantors are Julie Urbach and Ross H. Urbach, individuals ("Borrowers"), whose address is 4 MacGregor Place, Danville, CA 94526. The Trustee is the City of San Leandro, a Municipal Corporation ("Trustee"). The beneficiary is the Redevelopment Agency of the City of San Leandro, a public agency, organized and existing under the laws of the State of California, and whose address is 835 E. 14th Street, San Leandro, California ("Agency" or "Lender"). Borrowers owe Lender the principal sum of EIGHTY THOUSAND (\$80,000.00.) This debt is evidenced by Borrowers' Promissory Note ("Note") dated the same date as this Security Instrument, which provides that Borrowers shall not be required to make interest or principal payments so long as Borrowers comply with the terms of the Note, Security Instrument, Rental Housing Rehabilitation Agreement, and the Regulatory Agreement for fifteen years from the date of execution of the Note. The Note provides that the full debt shall be due and payable upon sale, transfer, conveyance or assignment to any other party(ies) of any interest or right of Borrowers in the property without prior written notice to the Lender and prior written consent of the Lender which shall be granted upon written acknowledgment and assumption by buyer, transferee, recipient or assignee that s/he shall be bound by the covenants and conditions of the Note, Security Instrument, Rental Housing Rehabilitation Agreement and Regulatory Agreement; or on the date Borrowers, after reasonable opportunity to cure, is declared by Lender to be in default of any provision of this Security Instrument, the Note, Rental Housing Rehabilitation Agreement, or Regulatory Agreement.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest as provided in the Note, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrowers'

covenants and agreements under this Security Instrument, the Note, Rental Housing Rehabilitation Agreement, and Regulatory Agreement. For this purpose, Borrowers irrevocably grants, transfers, assigns, and conveys to Trustee, in trust, with power of sale and right of entry and possession all of Borrowers' rights, title and interest now held or hereafter acquired in and to the property located in Alameda County, California at 825 San Leandro Boulevard and further described in Exhibit 1.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Borrowers COVENANT that Borrowers are lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and, except for a First Deed of Trust, the Property is unencumbered. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

This Security Instrument applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

UNIFORM COVENANTS. Borrowers and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrowers shall promptly pay when due the principal of and interest on the debt evidenced by the Note.
2. **Application of Payments.** All payments under paragraph 1 shall be applied: first, to any interest due; and second, to any principal due.
3. **Charges; Liens.** The Borrowers shall perform all of the Borrowers' obligations under the Promissory Note, including Borrowers' covenant to make

payments when due. Borrowers shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. Borrowers shall pay these obligations on time directly to the person owed payment.

Borrowers shall promptly discharge any other lien which shall have attained priority over this Security Instrument unless Borrowers: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operates to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrowers a notice identifying the lien. Borrowers shall satisfy such lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

4. **Subordination.** Borrowers may not subordinate this Security Instrument to any other deed of trust, promissory note, lien or other such similar document without first obtaining prior written approval of Lender.

5. **Hazard or Property Insurance.** Borrowers 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.

All insurance policies and renewals shall include a standard mortgage clause. Lender shall be named as a loss payee as its interest may appear. In the event of loss, Borrowers shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by the Borrowers.

Unless Lender and Borrowers 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 Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrowers. If Borrowers abandon the Property, or does not answer within thirty (30) days a notice from Lender that

the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

6. **Operation, Preservation, Maintenance and Protection of the Property.** Borrowers shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrowers further covenant and agree to keep said Property in good condition and repair, not to remove or demolish any building thereon without first obtaining prior written approval of Lender; 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 alternations or improvements to be made thereon; 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 to maintain the Property in an aesthetically pleasing condition, the specific enumerations herein not excluding the general.

(a) **Default.** Borrowers shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrowers may cure such a default and reinstate, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrowers' interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrowers shall also be in default if Borrowers, during the loan application process, gave materially false or inaccurate information or statements to Lender (or willfully failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowers' use of the Property to provide four (4) dwelling units for Very-Low- Income persons or families and one (1) dwelling unit for Low-income persons and families.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to the Lender, and Borrowers in proportion to each party's share of their interest in the Property.

8. Borrowers Not Released; Forbearance By Lender Not a Waiver.

Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers.

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrowers. Borrowers' covenants and agreements shall be joint and several. Any assignment of Borrowers' obligations, duties, covenants, rights or benefits hereunder shall only occur after written approval of such assignment by Lender. If the Lender approves in writing an assignment of the Security Instrument, then Lender will release Borrowers from the covenants and agreements of this Security Instrument.

10. Notices. Any notice to Borrowers provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail. The notice shall be directed to the Property Address or any other address Borrowers designate by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrowers. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrowers or Lender when given as provided in this paragraph.

11. Governing Law; Severability. This Security Instrument shall be governed the laws of the State of California. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

12. Borrowers' Copy. Borrowers shall be given one copy of the Note and the Security Instrument.

13. Transfer of the Property or a Beneficial Interest in Borrowers. If all or any part of the Property or any interest in it is sold or transferred without prior written notice to Lender and Lender's prior written consent which shall be granted upon written acknowledgment by buyer or transferee of his or her assumption of all conditions and covenants of this Deed of Trust, Promissory Note, Rental Housing Rehabilitation Agreement and Regulatory Agreement, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrowers prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrowers must pay all sums secured by this Security Instrument. If Borrowers fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or other applicable law without further notice or demand on Borrowers.

14. Borrowers' Right to Reinstate. If Borrowers meet certain conditions, Borrowers shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrowers: (a) pay Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cure any default of any other covenants or agreements; (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrowers' obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrowers, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration.

15. Hazardous Substances. Borrowers shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the

Property. Borrowers shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities or Hazardous Substances that are generally recognized to be appropriate for maintenance of the Property.

Borrowers shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrowers have actual knowledge. If Borrowers learn, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrowers shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 15, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Federal and State Laws and Regulations.

NON-UNIFORM COVENANTS. Borrowers and Lender further covenant and agree as follows:

16. Acceleration; Remedies. Lender shall give notice to Borrowers prior to acceleration following Borrowers' breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrowers, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. If the default is not cured by the Borrowers on or before the date specified in the notice, then Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing this remedy, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrowers and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrowers, shall sell the Property at public auction to the highest

bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

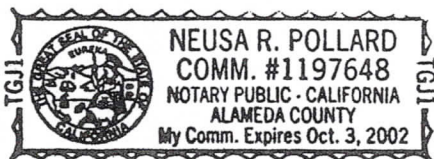
Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

17. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrowers. Or, upon expiration of fifteen (15) years from the date of execution of the Note if there has been no default, sale, conveyance, assignment, or transfer to any other party(ies) of any interest or right of Borrowers in the property without prior written consent of Lender, Lender shall release this Security Instrument without charge to Borrowers. Borrowers shall pay any recordation costs.

18. **Hold Harmless and Indemnification.** Borrowers shall indemnify and hold the Agency, the City, its officers, employees and agents harmless against any and all losses, claims, demands, penalties and liabilities which the Agency, the City, its officers, employees or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Deed of Trust and not assert any claim against the Agency, the City, its officers or agents by reason of any action so taken or omitted. Borrowers shall, at their own expense, defend, indemnify, save and hold the Agency, the City, its officers, employees and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Deed of Trust and Borrowers shall pay the Agency, upon demand all claims, judgment, damages, losses or expenses (including reasonable legal expense) incurred by the Agency, as a result of any legal action arising out of this Deed of Trust.

State of CaliforniaCounty of AlamedaOn July 19, 1999 before me, Neusa R. Pollard,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Ross H. Uzbach and Julie Uzbach,
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ 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.

Neusa R. Pollard
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 DocumentTitle or Type of Document: Deed of TrustDocument Date: August 2, 1999 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

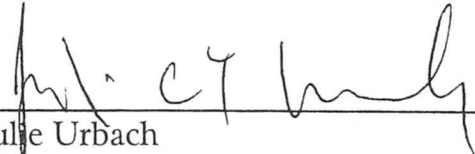
**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer Is Representing: _____

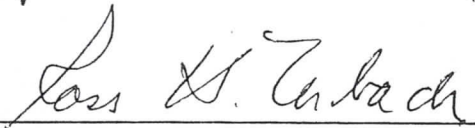
19. **Attorney fees.** In the event of litigation arising from the enforcement of or a default under this Deed of Trust, the non-prevailing party shall pay all reasonable costs and expenses, including reasonable attorney fees, incurred by the prevailing party in such litigation.

BY SIGNING BELOW, the Borrowers accept and agree to the terms and covenants contained in this Security Instrument.

"Borrowers"



Julie Urbach



Ross H. Urbach

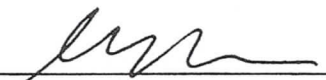
Acknowledgment:

"Lender"

Redevelopment Agency of the
City of San Leandro


By: John Jermanis
Executive Director

Approved as to form:



By: Steven R. Meyers
Agency Counsel

LMR:kag
F:\WPD\CSL\136\001\AGREE\1999\REHAB\URBACH.DOT

825 San Leandro Boulevard
Deed of Trust
071999

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Exhibit 1

Legal Description

The land referred to in this Report is situated in the County of Alameda, City of San Leandro,
State of California, and is described as follows:

PARCEL ONE:

A PORTION OF LOTS 157, 158 AND 159, AND OF LORRAINE BOULEVARD (CLOSED) AS SHOWN ON THE MAP OF LA CHATEAUHURST, FILED SEPTEMBER 17, 1926, MAP BOOK 9, PAGE 45, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF SAN LEANDRO BOULEVARD, FORMERLY PARK STREET, AS SAID LINE EXISTED JULY 1, 1946, DISTANT THEREON NORTH $32^{\circ} 45'$ WEST 76.63 FEET FROM THE INTERSECTION OF THE SOUTHEASTERN LINE OF LOT 159 AND SAID SOUTHWESTERN LINE OF SAN LEANDRO BOULEVARD; THENCE FROM SAID POINT OF BEGINNING SOUTH $32^{\circ} 45'$ EAST 76.63 FEET TO SAID SOUTHEASTERN LINE OF LOT 159; THENCE ALONG SAID LINE SOUTH $58^{\circ} 50'$ WEST 69.63 FEET TO THE NORTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO R. D. COMPTON, ET UX, RECORDED JUNE 2, 1959, SERIES NO. AQ/65238, ALAMEDA COUNTY RECORDS; THENCE ALONG SAID LINE AND ITS NORTHWESTERLY PROLONGATION NORTH $32^{\circ} 45'$ WEST 76.63 FEET TO A POINT THAT BEARS SOUTH $58^{\circ} 50'$ WEST 69.63 FEET FROM THE POINT OF BEGINNING; THENCE NORTH $58^{\circ} 50'$ EAST 69.63 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR CONSTRUCTION, MAINTENANCE AND USE OF A STAIRWAY FOR PEDESTRIANS, AS GRANTED IN THE DEED TO PRUDENTIAL REALTY & FINANCE, RECORDED JUNE 2, 1959, SERIES NO. AQ/65237, OVER AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY:

A PORTION OF LORRAINE BOULEVARD (CLOSED) AS SHOWN ON THE MAP OF LA CHATEAUHURST, FILED SEPTEMBER 17, 1926, MAP BOOK 9, PAGE 45, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL ONE DESCRIBED ABOVE; THENCE SOUTH $58^{\circ} 50'$ WEST ALONG THE NORTHWESTERN LINE OF SAID PARCEL ONE, 27 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH $58^{\circ} 50'$ WEST 34.50 FEET; THENCE NORTH $32^{\circ} 45'$ WEST 2.50 FEET; THENCE NORTH $58^{\circ} 50'$ EAST 34.50 FEET; THENCE SOUTH $32^{\circ} 45'$ EAST 2.50 FEET TO THE TRUE POINT OF BEGINNING.

(Being APN 075-0168-001-14)

