

**Free Recording Requested Pursuant to  
Government Code Section 27383 and 27388.1**

When recorded, mail to:  
Mayor’s Office of Housing and Community Development  
City and County of San Francisco  
1 South Van Ness Ave., 5<sup>th</sup> Floor  
San Francisco, California 94103  
Attn: Housing Loan Administrator

Lot 002A, Block 4014  
Address: 2530 18<sup>th</sup> Street, San Francisco, CA

-----Space Above This Line for Recorder’s Use-----

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING  
(Property Address: 2530 18<sup>th</sup> Street)**

This First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (“First Amendment to Deed of Trust”) dated as of \_\_\_\_\_, 2024, is attached to and made a part of that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated October 18, 2023, and recorded October 18, 2023, as Document Number 2023076815 (the “Deed of Trust”) in the Official Records of the City and County of San Francisco. The Deed of Trust secures a loan in the amount of Four Million Nine Hundred Thousand Dollars (\$4,900,000) (the “Loan”) made by the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation represented by the Mayor and acting through the Mayor’s Office of Housing and Community Development (“City” or “Beneficiary”), to 2530 18<sup>th</sup>, LLC a California limited liability company (“Borrower” or “Trustor”), whose address is 2500 18<sup>th</sup> Street, San Francisco, CA 94110, for certain expenses associated with the real property described in the attached **Exhibit A**.

The Loan is evidenced by that certain 1) Loan Agreement dated October 3, 2023, by and between Trustor and Beneficiary (the “Loan Agreement”); 2) Secured Promissory Note dated October 3, 2023 (the “Note”); 3) a Declaration of Restrictions and Affordable Housing Covenant dated as of October 18, 2023 (the “Declaration”); and 4) the Deed of Trust.

Pursuant to that certain First Amendment to Loan Agreement, Beneficiary agreed to increase the Loan by Two Million Dollars (\$2,000,000) (the “First Amendment to Loan Agreement”), as evidenced by that certain Amended and Restated Secured Promissory Note (the “Amended and Restated Note”) executed by Borrower to the order of Beneficiary, each dated as of the date set forth above. The new amount of the Loan is Six Million Nine Hundred Thousand Dollars (\$6,900,000).

The Trustor agrees that the following covenants, terms, and conditions shall be part of and shall modify or supplement the Deed of Trust and that in the event of any inconsistency or

conflict between the covenants, terms, and conditions of the Deed of Trust, as amended by this First Amendment to Deed of Trust, the following covenants, terms, and conditions shall control and prevail:

1. Obligations Secured. The parties agree that the Deed of Trust is hereby amended as follows:

- 1.1 Section 2 is hereby deleted in its entirety and replaced with the following:

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following (collectively, the "Secured Obligations"):

- (a) performance of all present and future obligations of Trustor set forth in the Loan Agreement, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by Trustor, dated as of the date of and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, the Amended and Restated Note made by Trustor to the order of Beneficiary, and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Loan Agreement, as amended by the First Amendment to Loan Agreement;

- (b) payment of the indebtedness evidenced by the Loan Agreement as amended by the First Amendment to Loan Agreement and the Amended and Restated Note in the increased amount of Six Million Nine Hundred Thousand Dollars (\$6,900,000), with interest, if any, according to the terms of the Loan Agreement, as amended by the First Amendment to Loan Agreement and the Amended and Restated Note;

- (c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust.

2. No Other Change. Except as specifically modified or amended by this Amendment, all other terms and conditions of the Deed of Trust remain the same.

*Remainder of Page Intentionally Left Blank; Signatures Appear on Following Pages*

**BENEFICIARY:**

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development

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

Daniel Adams

Director, Mayor's Office of Housing and Community Development

SIGNATURE ABOVE MUST BE NOTARIZED

APPROVED AS TO FORM:

DAVID CHIU

City Attorney

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

Keith Nagayama, Deputy City Attorney

**TRUSTOR:**

2530 18<sup>th</sup>, LLC, a California limited liability company

By: Homeless Prenatal Program, Inc., a California nonprofit public benefit corporation, its sole member and manager

By: \_\_\_\_\_  
Shellena Eskridge, Executive Director

[SIGNATURE ABOVE MUST BE NOTARIZED]

EXHIBIT A  
Legal Description of the Land

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Commencing at the point of intersection of the Northerly line of 18th Street and the Easterly line of Hampshire Street; running thence Northerly and along said line of Hampshire Street 137 feet, 6 inches; thence at a right angle Easterly 84 feet; thence Southeasterly 40.77 feet to a point distant Westerly 100 feet from the Westerly line of Potrero Avenue along a line drawn at a right angle to said Westerly line of Potrero Avenue and also distant Northerly 100 feet from the Northerly line of 18th Street along a line drawn at a right angle to the Northerly line of 18th street; thence Southerly and parallel with the Easterly line of Hampshire Street 100 feet to the Northerly line of 18th Street; thence at a right angle Westerly along said line of 18th Street 100 feet to the point of commencement.

Being part of Potrero Nuevo Block 63.

Assessor's Lot 002A; Block 4014

Street Address:

2530 18th Street, San Francisco, CA