

File No. 141018

Committee Item No. \_\_\_\_\_

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: \_\_\_\_\_

Date: \_\_\_\_\_

Board of Supervisors Meeting

Date: October 3, 2017

#### Cmte Board

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/> | <input type="checkbox"/>            | Resolution                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/> | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/> | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/> | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER (Click text of checked items for a direct link to the document)

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Letter - September 12, 2017</u>                      |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appeal Letter- September 29, 2014</u>                          |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Letter- September 1, 2016</u>                        |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Letter - January 25, 2016</u>                        |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Letter - October 5, 2015</u>                         |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Letter - April 27, 2015</u>                          |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Letter - January 26 2015</u>                         |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant/Project Sponsor Joint Letter - December 12, 2014</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Handout - October 28, 2014</u>                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Works Memo - October 27, 2014</u>                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Letter - October 17, 2014</u>                        |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Clerical Documents and Hearing Notice</u>                      |

Prepared by: Brent Jalipa

Date: September 28, 2017

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

**From:** [BOS Legislation, \(BOS\)](#)  
**To:** [eshaw@wynlaw.com](mailto:eshaw@wynlaw.com); [aweyand@wynlaw.com](mailto:aweyand@wynlaw.com); [MBonilla@wynlaw.com](mailto:MBonilla@wynlaw.com); [dhoward@wynlaw.com](mailto:dhoward@wynlaw.com); [pberlese@hbcondolaw.com](mailto:pberlese@hbcondolaw.com); [lou@geometrixsurvey.com](mailto:lou@geometrixsurvey.com); [Tom@TrombadoreGondenLaw.com](mailto:Tom@TrombadoreGondenLaw.com)  
**Cc:** [Givner, Jon \(CAT\)](#); [Stacy, Kate \(CAT\)](#); [Byrne, Marlena \(CAT\)](#); [Malamut, John \(CAT\)](#); [Nuru, Mohammed \(DPW\)](#); [Sanguinetti, Jerry \(DPW\)](#); [Sweiss, Fuad \(DPW\)](#); [dmyers@wolkincurren.com](mailto:dmyers@wolkincurren.com); [Storrs, Bruce \(DPW\)](#); [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [BOS Legislation, \(BOS\)](#)  
**Subject:** WITHDRAWAL OF APPEAL LETTER: Tentative Map Appeal - 639 Peralta Avenue  
**Date:** Thursday, September 14, 2017 9:21:47 AM  
**Attachments:** [image001.png](#)

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Good morning,

Please find linked below a letter from Alexander M. Weyand of the Weyand Law Firm, representing the Appellant, William H. Bradley, regarding the withdrawal of their contest of the tentative map for a proposed subdivision at 639 Peralta Avenue.

[Appellant's Withdrawal of Appeal Letter - September 12, 2017](#)

**The appeal hearing for this matter is scheduled for a 3:00 p.m. special order before the Board on October 3, 2017.**

I invite you to review the entire matter on our [Legislative Research Center](#) by following the link below.

[Board of Supervisors File No. 141018](#)

Regards,

**Brent Jalipa**

**Legislative Clerk**

Board of Supervisors - Clerk's Office

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, CA 94102

(415) 554-7712 | Fax: (415) 554-5163

[brent.jalipa@sfgov.org](mailto:brent.jalipa@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form

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# WEYAND LAW FIRM

A PROFESSIONAL CORPORATION

aweyand@wynlaw.com

September 12, 2017

Clerk of the Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689

Re: Withdrawal of Notice of Appeal of Tentative Map Approval  
639 Peralta Avenue, San Francisco, CA  
Block 5634, Lot 014  
Appellant: William H. Bradley

Dear Madam Clerk:

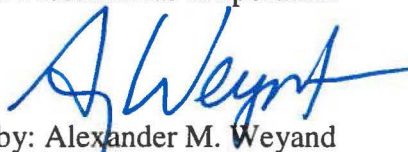
William H. Bradley hereby withdraws the appeal of the approval of the tentative map for the above property. Mr. Bradley's Notice of Appeal was dated September 29, 2014. Mr. Bradley requests that the appeal be dismissed. Mr. Bradley also requests that a copy of any document reflecting the dismissal of the appeal be sent to me and also to:

The San Francisco Department of Public Works, Bureau of Street-Use and Mapping, 1155 Market Street, 3 <sup>rd</sup> Floor, San Francisco, CA 94103,  Attn: Bruce Storrs, County Surveyor	J. Thomas Trombadore Trombadore Gonden Law Group LLP 220 Montgomery Street, Suite 695 San Francisco, California 94104  Attorneys for Dolmen Property Group LLC
--	---

The dismissal of the appeal of the approval of the map is requested because the lawsuit between Mr. Bradley and the subdivider of the property, Dolmen Property Group, LLC, has been settled.

Thank you.

Weyand Law Firm,  
a Professional Corporation



by: Alexander M. Weyand  
Attorneys for Plaintiff and Cross-Defendant  
William H. Bradley

Cc: Client

Hon. Hillary Ronen, SF Supervisor, c/o Chief of Staff Carolyn Goossen, via electronic

mail to: [carolyn.goossen@sfgov.org](mailto:carolyn.goossen@sfgov.org), 415-554-7729.

SF Department of Public Works, Bureau of Street-Use and Mapping, 1155 Market Street, 3<sup>rd</sup> floor, San Francisco, CA 94103, attention Bruce Storrs, County Surveyor.

J. Thomas Trombadore, Trombadore Gonden Law Group LLC, 220 Montgomery Street, Suite 695, San Francisco, CA 94104

Mark Epstein and Katherine Kao, Wendel Rosen Black & Dean LLP, 111 Broadway, 24<sup>th</sup> Floor, Oakland, CA 94607-6600

**WEYAND LAW FIRM**  
A PROFESSIONAL CORPORATION

Email: [eshaw@wynlaw.com](mailto:eshaw@wynlaw.com)

September 29, 2014

**HAND-DELIVERED**

Clerk of Board of Supervisors  
City Hall of San Francisco  
1 Dr. Carlton B. Goodlett Place, Rm. 244  
San Francisco, CA 94102

Re: NOTICE OF APPEAL  
Subdivision Approval of 639 Peralta Avenue  
Block 5634, Lot 014  
Appellant: William H. Bradley

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2014 SEP 29 PM 3:11  
*AW*

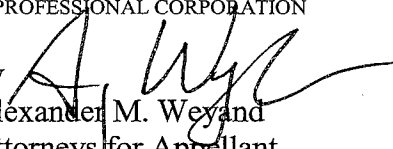
Dear Madam or Sir:

William H. Bradley hereby appeals the Approval of a tentative map for the above property, a copy of which is attached as Ex. A.

This appeal is based upon the fact that applicant for the above map is not the owner of the property. The City and County of San Francisco recognizes that William Bradley is the owner of the property (see attached tax statement as Ex. B), and the City and County are thereby estopped from considering application on behalf of any other person or entity as the owner of the property.

Further, a quiet title action is being filed and lis pendens recorded. That action, among other things, seeks an adjudication that applicant for the above permit holds no title or interest in the referenced property. A copy of that action and lis pendens will be separately filed with the Clerk of the Board of Supervisors.

**WEYAND LAW FIRM**  
A PROFESSIONAL CORPORATION

by   
Alexander M. Weyand  
Attorneys for Appellant  
William H. Bradley

Cc: Client

Enc.



Edwin M. Lee, Mayor  
Mohammed Nuru, Director  
Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering



Phone: (415) 554-5827  
Fax: (415) 554-5324  
[www.sfdpw.org](http://www.sfdpw.org)  
E-mail: [Subdivision.Mapping@sfdpw.org](mailto:Subdivision.Mapping@sfdpw.org)

Department of Public Works  
Office of the City and County Surveyor  
1155 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Date: September 18, 2014

**THIS IS NOT A BILL.**

The City and County Surveyor has approved a tentative map for a proposed subdivision located at:

Address	Block	Lot
639 Peralta Avenue	5634	014

This subdivision will result in:

**2 Units New Construction Condominiums**

This notification letter is to inform you of your right to appeal this tentative approval.

**IF YOU WOULD LIKE TO FILE AN APPEAL OF THE TENTATIVE APPROVAL:**

You must do so in writing with the Clerk of the Board of Supervisors **within ten (10) days of the date of this letter** along with a check in the amount of **\$298.00**, payable to the Department of Public Works.

The Clerk of the Board is located at: City Hall of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102  
(415) 554-5184

If you have any questions on this matter, please call us at (415) 554 – 5827 or our email address: [Subdivision.Mapping@sfdpw.org](mailto:Subdivision.Mapping@sfdpw.org).

Sincerely,

Bruce R. Storrs, P.L.S.  
City and County Surveyor  
City and County of San Francisco

# **EXHIBIT B**



City & County of San Francisco  
 José Cisneros, Treasurer  
 David Augustine, Tax Collector  
 Secured Property Tax Bill

1 Dr. Carlton B. Goodlett Place  
 City Hall, Room 140  
 San Francisco, CA 94102  
 www.sftreasurer.org

For Fiscal Year July 1, 2013 through June 30, 2014

Vol	Block	Lot	Account Number	Tax Rate	Statement Date	Property Location
33	5634	014	563400140	1.1880%	10/02/2013	639V PERALTA AV

Assessed on January 1, 2013

To: BRADLEY WILLIAM H

**BRADLEY WILLIAM H**  
**11015 MONAN ST**  
**OAKLAND CA 94605-5553**

Assessed Value		
Description	Full Value	Tax Amount
Land	26,173	310.93
Structure		
Fixtures		
Personal Property		
Gross Taxable Value	26,173	310.93
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>26,173</b>	<b>\$310.93</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
89	SFUSD FACILITY DIST	(415) 355-2203	33.96
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
98	SF - TEACHER SUPPORT	(415) 355-2203	219.64
<b>Total Direct Charges and Special Assessments</b>			<b>\$332.60</b>

<b>► TOTAL DUE</b>		<b>\$643.52</b>
1st Installment	2nd Installment	
\$321.76	\$321.76	
Due: November 1, 2013	Due: February 1, 2014	
Delinquent after Dec 10, 2013	Delinquent after April 10, 2014	

168694

Keep this portion for your records. See back of bill for payment options and additional information.



WEYAND LAW FIRM  
A PROFESSIONAL CORPORATION  
531 HOWARD ST FL 1  
SAN FRANCISCO, CA 94105-3036

WELLS FARGO BANK, N.A.  
www.wellsfargo.com  
11-4288/1210

7084

9-29-14

PAY TO THE  
ORDER OF

Department of Public Works

\$298. -

Two Hundred Ninety-Eight and <sup>xx</sup>/<sub>100</sub> —

DOLLARS

MEMO :

Bradley Appel re 639 Poalita  
Temp. Subdum 11/8



AUTHORIZED SIGNATURE

Details on Back

Security Features Included

**Carroll, John (BOS)**

---

**From:** Chung Hagen, Sheila (BOS)  
**Sent:** Monday, May 23, 2016 10:41 AM  
**To:** Carroll, John (BOS)  
**Cc:** BOS-Legislative Aides; BOS-Supervisors  
**Subject:** CONTINUANCE: 639 Peralta Board of Supervisors File No 141018

**Categories:** 141018

John –

I received the following correspondence from Mr. Weyand. Supervisor Campos will be requesting a final continuance of the Tentative Map Appeal at 639 Peralta Ave. to September 6, 2016.

Sheila

.....  
Sheila Chung Hagen  
Legislative Aide  
Office of Supervisor David Campos  
415-554-5144 | [sheila.chung.hagen@sfgov.org](mailto:sheila.chung.hagen@sfgov.org)

Supervisor Campos will be requesting a continuance to a date certain in September for the

**From:** Alex Weyand [mailto:[aweyand@wynlaw.com](mailto:aweyand@wynlaw.com)]  
**Sent:** Friday, May 20, 2016 7:30 AM  
**To:** Chung Hagen, Sheila (BOS) <[sheila.chung.hagen@sfgov.org](mailto:sheila.chung.hagen@sfgov.org)>  
**Cc:** Monik Bonilla <[MBonilla@wynlaw.com](mailto:MBonilla@wynlaw.com)>  
**Subject:** RE: 639 Peralta Board of Supervisors File No 141018

Sheila,

We write on behalf of our client, William H. Bradley, to respectfully request that the above-referenced BOS agenda item and hearing next Tuesday, May 24, 2016 please be continued to a date in late August.

The trial for our client's quiet title action is scheduled for July 25, 2016. The matter will be resolved there by the Court on the merits after a full evidentiary hearing, if it does not settle beforehand.

Thank you,

Alex

**Alex M. Weyand**  
Weyand Law Firm,  
A Professional Corporation  
Direct: 415-536-2856 Main: 415-536-2800  
[www.wynlaw.com](http://www.wynlaw.com)

\*\*\*\*\*  
This message may be privileged and confidential. If it was inadvertently delivered to you, please delete it and tell me so that we can correct. Also, no agreement can be formed by this email under the Uniform Electronic Transactions Act or any similar law unless the email explicitly says so.  
\*\*\*\*\*

**WEYAND LAW FIRM**  
A PROFESSIONAL CORPORATION

Email: aweyand@wynlaw.com

September 1, 2016

VIA EMAIL

Board of Supervisors  
c/o Clerk of the Board of Supervisors  
City Hall of San Francisco  
1 Dr. Carlton B. Goodlett Place, Rm. 244  
San Francisco, CA 94102

Re: NOTICE OF APPEAL  
Subdivision Approval of 639 Peralta Avenue  
Block 5634, Lot 014  
Appellant William H. Bradley—True Owner of Property

Dear Supervisors:

This matter is scheduled for hearing on September 6, 2016. The matter has been continued several times due to the pendency of a legal action as to the actual ownership of the property to be subdivided, 639 Peralta Street. The question of ownership has been raised in a civil proceeding brought by Appellant Bradley against several defendants, including the applicant Dolmen Property Group, LLC (“Dolmen”), and currently pending in San Francisco Superior Court, case No. CGC 14-541905.

Evidence uncovered in the last several months has demonstrated clearly that Appellant Bradley is the true owner of the property, and that the applicant Dolmen is a mere interloper. However, the discovery of this evidence led to the vacating of the previously scheduled July trial date, and has resulted in further delays. The Superior Court has yet to set a new trial date.

Bradley would request that the Board again continue the matter to a later time. If the Board wishes to proceed with a hearing, however, it should deny the application on the ground that Applicant Dolmen cannot demonstrate that it is the true owner of the property as its claim to title rest on a void deed.

***Current Procedural Status of the Pending Action and Basis for a Continuance***

In light of the discovery of new evidence, Appellant Bradley sought and obtained leave of court to file a Fifth Amended Complaint on June 30, 2016. (A copy of the Verified Fifth Amended Complaint is attached as Exhibit 1.)

By this complaint, Appellant Bradley seeks to quiet title to 639 Peralta in his name alone. The evidence gathered to date indicates that Dolmen’s claim to title flows from a deed of trust which, insofar as it purported to convey any security interest in 639 Peralta, was void *ab intio*. As a result, no title to 639 Peralta could pass, even to a bona fide purchaser.

Following the filing of the Fifth Amended complaint, Applicant Dolmen and its construction lender AltaPacific Bank demurred to it on the ground that Bradley had failed to join the assignee of the deed of trust, Dolmen's predecessor-in-interest Deutsche Bank National Trust Company. The Superior Court sustained that demurrer on August 30, 2016. Bradley has already filed an amendment naming Deutsche Bank, and will be promptly attempting service.

The result of this new round of pleadings, however, was the Court's vacating of the prior trial date of July 25, 2016.

Accordingly, Appellant Bradley would request that the Board continue its hearing on Bradley's appeal of the subdivision permit until such time as the Superior Court has considered and resolved the issues raised in his complaint, or the matter has been otherwise settled.

***If the Board Declines to Grant a Continuance, It Should Grant Bradley's Appeal and Decline to Issue a Subdivision Map***

Plainly if Applicant Dolmen is not the owner of 639 Peralta, it has no right to obtain a subdivision of the property absent the consent of the true owner of that property, Appellant Bradley.

The only evidence discovered to date indicates that the deed of trust upon which Applicant Dolmen bases its claim to title was void, not merely voidable, and passed no interest in 639 Peralta to IndyMac Bank or its successors Deutsche Bank and Dolmen. Accordingly, Dolmen could not properly receive any interest in 639 Peralta. And this also would be the result even if Dolmen could claim the status of a bona fide purchaser of the property for value.

Dolmen's claim to 639 Peralta rests upon a chain of title going back to a deed of trust executed by Bradley in favor of IndyMac Bank on July 2, 2007, and recorded on July 11, 2007. (A copy of the recorded deed of trust is attached to the Fifth Amended Complaint as Ex. C.)

As set forth in the body of the deed of trust, as security for the loan being received by him at that time Appellant Bradley pledged solely his interest in 637 Peralta:

**“TRANSFER OF RIGHTS IN THE PROPERTY**

“The beneficiary of this Security Instrument is MERS . . . This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of San Francisco:  
[Type of Recording Jurisdiction] [Name of recording Jurisdiction]

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

Clerk of Board of Supervisors  
City Hall of San Francisco  
September 1, 2016  
Page 3

“Assessor’s Identification Number: LOT 015, BLOCK 5634  
which currently had the address of 637 PERALTA AVE  
SAN FRANCISCO, California 94110”

(Fifth Amended Complaint, Ex. C and C-1 at p. 3.)

But when Bradley executed the July 2007 Deed of Trust, it had no Exhibit A legal description attached. As found by subpoena in the file copies of the now defunct lender IndyMac, the deed of trust as executed was as it appears in Exhibit C-1 to the Fifth Amended Complaint, and the document has no Exhibit A attached.

The Exhibit A “legal description” was attached by the loan escrow company Stewart Title of California, after the execution of the document on July 2 and prior to recordation on July 11, 2007. That description was itself ambiguous as it read:

“The land referred to herein is situated in the State of California, County of San Francisco, City of San Francisco, described as follows:

“Lot Nos. 1255 and 1257, as said Lots are delineated and so designated upon that certain Map entitled, "GIFT Map No.3", recorded December 31,1861 in Liber 2 "A" and "B" of Maps at page 15, in the office of the Recorder of the City and County of San Francisco, State of California.

“Lot: 15 Block: 5634

“End of Description” (See Fifth Amended Complaint, Ex. C, last page.)

The ambiguity results from the fact that while the lot references to the 1861 Map refer to the properties now known as 637 Peralta and 639 Peralta, the reference to the APN—“Lot:15 Block: 5634”—refers solely to 637 Peralta, which of course comports with the body of the deed of trust quoted above. That also was the deal that Appellant Bradley negotiated with IndyMac Bank.

Mr. Bradley will testify, and has provided a declaration under penalty of perjury, that Exhibit A was not attached to the deed of trust when he executed it. (See Declaration of William Bradley dated April 13, 2016, a copy of which is attached as Exhibit 2.) And as noted, this corresponds with the “certified” file copy of the Deed of Trust found in IndyMac’s files, and attached to the Fifth Amended Complaint as Ex. C-1. (Note certification on first page of Ex. C-1.)

Legally, the fact that the legal description had yet to be attached to the deed of trust when Bradley executed it renders that document void. Bradley contends it is partially void only to the extent it purported to convey and interest in 639 Peralta and that the deed of trust did convey an interest in 637 Peralta; in demurring to require that Deutsche Bank be added as a party, Dolmen contended that if the legal description were not attached the deed of trust was entirely void and conveyed no interest in either property.

Under applicable California law:

“[W]hen a deed is altered or changed by someone other than the grantor before it is delivered or recorded, and the alteration is without the grantor's knowledge or consent, the deed is void and no title vests in the grantee or subsequent purchasers, even bona fide purchasers for value; and if the deed is altered by the grantee after delivery but before recordation, the deed is void and conveys no title to the grantee. (See 3 Miller & Starr, Cal. Real Estate (3d ed. 2011) § 8:53, p. 8-145 (rel. 9/2011); *Montgomery v. Bank of America* (1948) 85 Cal.App.2d 559, 563.)” (*Lin v. Coronado* (2014) 232 Cal. App. 4th 696, 702–706.)

This alteration constituted a material change in a deed of trust after its execution. As Mr. Bradley and IndyMac Bank clearly intended the 2007 loan to be secured solely by 637 Peralta, any modification to the deed of trust which even arguably referenced 639 Peralta was necessarily material. This alteration renders the deed of trust void, at least with reference to any conveyance of an interest in 639 Peralta.

“ ‘A deed is void if the grantor's signature is forged or if the grantor is unaware of the nature of what he or she is signing. [Citation.] A voidable deed, on the other hand, is one where the grantor is aware of what he or she is executing, but has been induced to do so through fraudulent misrepresentations. [Citation.]’ (*Schiavon v. Arnaudo Brothers* (2000) 84 Cal.App.4th 374, 378.) ‘Although the law protects innocent purchasers and encumbrancers, “that protection extends only to those who obtained good legal title. [Citations.] ... [A] forged document is void ab initio and constitutes a nullity; as such it cannot provide the basis for a superior title as against the original grantor.” [Citations.]’ (*Id.* at pp. 379–380.) A forgery includes a ‘ “false making of a writing” ’ that ‘ “falsely purports to be the writing of another.” ’ (*Wutzke v. Bill Reid Painting Service, Inc.* (1984) 151 Cal.App.3d 36, 41–42, italics omitted.) A deed that has been materially altered after it was signed is a forgery. (*Montgomery v. Bank of America* (1948) 85 Cal.App.2d 559, 563 [‘Since the deed was altered without the knowledge, consent or approval of plaintiffs, after it had been signed by them and transmitted to the escrow holder, it was void.’]; *Wutzke v. Bill Reid Painting Service, Inc., supra*, [\*\*729] at pp. 43–44 [a forged deed is void].)” (*La Jolla Group II v. Bruce* (2012) 211 Cal. App. 4th 461, 477-479.)

Accordingly, the deed of trust is void even against any bona fide purchaser for value (assuming that Dolmen could claim such status, a dubious assumption given the ambiguity in the legal description). Under California law, a “deed that has been materially altered after it was signed is a forgery.” (*La Jolla Group II v. Bruce* (2012) 211 Cal.App.4th 461, 477–478.) A forged deed does not divest “the rights of the original owner ... *even as to a [subsequent] bona fide purchaser.*” (*Wutzke v. Bill Reid Painting Service Inc.* (1984) 151 Cal.App.3d 36, 43 (italics and emphasis provided).) “A Deed of Trust that is based on a forgery is ‘null and void and of no legal effect.’ ” Even “[a] bona fide purchaser is subject to the claim that a prior recorded document was materially altered without consent. The person whose instrument was changed after it was

Clerk of Board of Supervisors  
City Hall of San Francisco  
September 1, 2016  
Page 5

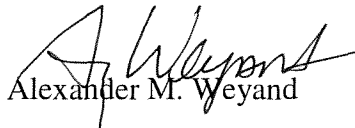
executed can rescind the transaction or reform the document, even against a bona fide purchaser.” (4 Miller & Starr, Cal. Real Estate (4th ed.) §10.72.)

Dolmen’s claim to title rest entirely on this void deed of trust. He contends that in foreclosing on 637 Peralta, that Deutsche Bank (IndyMac’s successor by assignment) obtained both 637 Peralta and 639 Peralta. (See Fifth Amended Complaint, Ex. D–4.) Deutsche Bank in turn conveyed 637 Peralta to Dolmen (see Fifth Amended Complaint, Ex. E), and that conveyance included a legal description incorporating the ambiguity from the deed of trust legal description. Dolmen even admitted as much when it signed—under penalty of perjury—the requisite preliminary change of ownership report for the San Francisco Assessor-Recorder stating that it was acquiring only 637 Peralta, APN 5634-015. (See attached Exhibit 3.)

As the deed of trust was void with regard to the conveyance of any interest in 639 Peralta, Dolmen could not acquire good title to that property, and Appellant Bradley by right remains the legal and equitable owner.

Appellant Bradley therefore requests that the Board either again continue its consideration of his appeal to a later time after the Superior Court action has been decided or otherwise resolved, or that the Board deny the application for a subdivision as the application has not prosecuted on behalf of the actual owner of the property.

WEYAND LAW FIRM  
A PROFESSIONAL CORPORATION



Alexander M. Weyand

Enc.

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Counsel for Dolmen via email  
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6 WILLIAM H. BRADLEY

ELECTRONICALLY  
**FILED**  
*Superior Court of California,  
County of San Francisco*  
**06/30/2016**  
Clerk of the Court  
BY: ANNA TORRES  
Deputy Clerk

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **CITY AND COUNTY OF SAN FRANCISCO**

10 WILLIAM H. BRADLEY,

11 Plaintiff,

12 vs.

13 DOLMEN PROPERTY GROUP LLC, a Delaware  
14 Limited Liability Company, ALTAPACIFIC  
BANK, a California State Chartered Non-Member  
15 Bank; LANDMARK CONSTRUCTION, INC., a  
corporation State of formation unknown;  
16 STEWART TITLE GUARANTY COMPANY, an  
entity form unknown; STEWART TITLE OF  
17 CALIFORNIA, INC., a California corporation;  
RSM&A FORECLOSURE SERVICES, LLC, a  
18 Nevada Limited Liability Company; and DOES 1  
TO 200, inclusive; and, All persons claiming by,  
19 through, or under those defendants and all persons  
unknown, claiming any legal or equitable right,  
20 title, estate, lien, or interest in the property  
described in the complaint adverse to Plaintiff's  
21 title, or any cloud on Plaintiff's title thereto.

22 Defendants.

23  
24 AND RELATED CROSS ACTIONS  
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Case No. CGC-14-541905

**FIFTH AMENDED COMPLAINT TO  
QUIET TITLE AND FOR  
CANCELLATION OF INSTRUMENTS,  
TRESPASS, EJECTMENT, BREACH  
OF FIDUCIARY DUTY,  
REFORMATION, NEGLIGENCE,  
DECLARATORY RELIEF, UNJUST  
ENRICHMENT**

Complaint filed: September 29, 2014

Trial Date:



1 Plaintiff WILLIAM H. BRADLEY (“Plaintiff”) alleges that:

2 **PARTIES & THE PROPERTY**

3 1. Plaintiff is an individual and the owner of that certain real property commonly  
4 known as 639 Peralta Avenue, San Francisco, California, APN 5634-014, and specifically  
5 described in Exhibit A which is attached hereto and incorporated by this reference (“639  
6 Peralta/Lot 14”). A true and correct copy of a parcel map depicting 639 Peralta/Lot 14 is attached  
7 as Exhibit B and incorporated by this reference (“Parcel Map”).

8 2. Plaintiff is informed and believes and thereupon alleges that defendant DOLMEN  
9 PROPERTY GROUP LLC is a Delaware Limited Liability Company (“DOLMEN”) in the  
10 business of acquiring and developing real property that maintains its principal place of business in  
11 San Francisco, CA.

12 3. Plaintiff is informed and believes and thereupon alleges that defendant  
13 ALTAPACIFIC BANK, a California State-Chartered Non-Member Bank, with its principal place  
14 of business in Santa Rosa, CA (“ALTA”).

15 4. Plaintiff is informed and believes and thereupon alleges that defendant  
16 LANDMARK CONSTRUCTION, INC., is a corporation with State of formation unknown that  
17 maintains its principal place of business in San Francisco, CA (“LANDMARK”). Plaintiff is  
18 informed and believes that LANDMARK has commenced the construction on 639 Peralta/Lot 14  
19 alleged below thus may or does claim a mechanics lien or other interest in that property contrary  
20 to Plaintiff’s superior right, title and interest in and to that property.

21 5. Plaintiff is informed and believes and thereupon alleges that Defendant  
22 STEWART TITLE GUARANTY COMPANY is an entity form unknown doing business in  
23 California and providing real estate escrow services (“STEWART TITLE GUARANTY”).

24 6. Plaintiff is informed and believes and thereupon alleges that STEWART TITLE  
25 OF CALIFORNIA, INC., a California corporation doing business in California and providing real  
26 estate escrow services (“STEWART TITLE INSURANCE”).



1 STEWART TITLE INSURANCE added that page after Plaintiff had executed the Deed of Trust,  
2 and without his knowledge as to its contents. A true and correct copy of what Plaintiff actually  
3 signed is attached as Exhibit “C-1” and incorporated by this reference.

4 13. Plaintiff is informed and believes and thereupon alleges that STEWART  
5 TITLE INSURANCE prepared and attached the legal description it marked as “Exhibit  
6 A” to the Deed of Trust. The Deed of Trust as altered and recorded is attached as Exhibit  
7 “C” and incorporated by reference.

8 14. The Deed of Trust starts with “DEFINITIONS” at its first page. The term  
9 “Property” as used throughout the Deed of Trust is defined at section (G) page 2 by reference to  
10 the description found at page 3 “under the heading “TRANSFER OF RIGHTS IN THE  
11 PROPERTY.”

12 15. Under that heading “TRANSFER OF RIGHTS IN THE PROPERTY” at page 3 of  
13 the Deed of Trust, the property securing the Loan is described by first stating that it is “located in  
14 the County of San Francisco,” then by referencing the combination of (a) an attached “Exhibit  
15 A,” (b) the “Assessor’s Identification Number (“Lot: 15 Block: 5634”), and (c) the current  
16 address (“637 Peralta Ave., San Francisco, California 94110”).

17 16. “Exhibit A” to the Deed of Trust, which can be found immediately after page 14 at  
18 the page entitled “LEGAL DESCRIPTION” describes the property securing the Loan first by  
19 referring to an 1861 ancient map which literally describes both 637 Peralta/Lot 15 and 639  
20 Peralta/Lot 14, then by reference to “Lot: 15 Block: 5634.” It then ends (“End of Description.”)

21 17. The legal description therefore contained an ambiguity between its clear reference  
22 to the property address and APN block and parcel number, and its reference to an ancient map.

23 18. Consistent with the negotiated loan, the preliminary title report for the 2007  
24 INDYMAC loan purported to be for only 637 Peralta/Lot 15. Plaintiff is informed and believes  
25 and thereupon alleges that the same was true for title insurance policy.

26 19. The Deed of Trust in favor of INDYMAC was recorded July 11, 2007 by the San  
27 Francisco Assessor-Recorder.

1           20.     The Deed of Trust at paragraph 22, page 12, provides that the trustee only has  
2 power to sell the “Property.”

3           21.     Several years later, Plaintiff defaulted on the Loan secured by 637 Peralta/Lot 15.  
4 The assignee of INDYMAC Bank, F.S.B., Deutsche Bank National Trust Company, as Trustee of  
5 the residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series  
6 2007-1 under the Pooling and Servicing Agreement dated July 1, 2007 (“Deutsche Bank”),  
7 foreclosed by exercising the power of sale in the Deed of Trust.

8           22.     Plaintiff is informed and believes and thereupon alleges that as a part of the  
9 foreclosure process, the successor lender engaged Defendant RSM&A to be the Substitute  
10 Trustee under the Deed of Trust.

11           23.     Plaintiff alleges on information and belief that Deutsche Bank expressly instructed  
12 RSM&A to foreclose upon Plaintiff’s interest in 637 Peralta/Lot 15 only.

13           24.     In connection with its duties, RSM&A prepared an assignment of the Deed of  
14 Trust from INDYMAC BANK to Deutsche Bank which referenced only Lot 637/Lot 15. That  
15 assignment was recorded June 23, 2010. (Exhibit D-1, attached hereto and incorporated by this  
16 reference.)

17           25.     RSM&A prepared, recorded, and served on Plaintiff a Notice of Default under the  
18 loan and Deed of Trust. (Exhibit D-2, attached hereto and incorporated by this reference.) That  
19 Notice of Default, was recorded November 24, 2010 and referenced only 637 Peralta/Lot 15.

20           26.     RSM&A recorded and sent Plaintiff a Notice of Default. (Exhibit D-3, attached  
21 hereto and incorporated by this reference.)

22           27.     RSM&A conducted a trustee’s sale in March 2011 under the above-alleged Notice  
23 of Default and Notice of Trustee’s Sale. The successor lender, Deutsche Bank, apparently made a  
24 full credit bid. RSM&A then caused a Trustee’s Deed Upon Sale to be recorded on March 25,  
25 2011 by the San Francisco Assessor-Recorder. A true and correct copy of the Trustee’s Deed  
26 Upon Sale is attached as Exhibit D-4 and incorporated by this reference (the “Foreclosure Deed”).  
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1           28.     The Foreclosure Deed, at its page one under “RECITALS,” expressly references  
2 the Deed of Trust. But, whereas the Deed of Trust expressly limited its securing collateral  
3 consistent with the Loan to 637 Peralta/Lot 15, in preparing the Foreclosure Deed, RSM&A  
4 improperly added to that deed a reference to the APN number and street address for 639 Peralta/  
5 Lot 14.

6           29.     By so acting, RSM&A improperly attempted to resolve the ambiguity in the prior  
7 deed of trust in a manner contrary to the intent of the parties to that deed of trust and its express  
8 provisions, and contrary to its instructions from the successor bank to foreclose only upon the  
9 property the lender identified as security for the INDYMAC loan, 637 Peralta/Lot 15.

10          30.     Plaintiff had no knowledge of the change to the legal description for the property  
11 securing the Deed of Trust that RSM&A unilaterally made to the Foreclosure Deed, or that it had  
12 been issued to Deutsche Bank.

13          31.     On October 10, 2011, Deutsche Bank purported to convey only the property  
14 holding APN number “5634-015” (637 Peralta/Lot 15) to DOLMEN by Grant Deed (the “Bank’s  
15 Grant Deed”). The Grant Deed was recorded on October 28, 2011 by the San Francisco  
16 Assessor-Recorder. A true and correct copy of the Bank Grant Deed is attached as Exhibit E and  
17 incorporated by this reference.

18          32.     On November 12, 2012, DOLMEN conveyed Lot 15 to Douglas S. Kiernan and  
19 Larissa V. Kiernan, husband and wife as community property with right of survivorship by grant  
20 deed (the Lot 15 Grant Deed). The APN reference in the legal description for the Lot 15 Grant  
21 Deed is “Block 5364, Lot 015.” A true and correct copy of the Lot 15 Grant Deed is attached as  
22 Exhibit F and incorporated by this reference. The Lot 15 Grant Deed was recorded on November  
23 16, 2012 by the San Francisco Assessor-Recorder.

24          33.     On April 28, 2014, DOLMEN took out a construction loan from ALTA as  
25 reflected by the Construction Loan Deed of Trust attached as Exhibit G and incorporated by this  
26 reference (the “Construction Loan Deed of Trust”). The Construction Loan Deed of Trust states  
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1 that it is secured by Lot 14. It was recorded on May 6, 2014 by the San Francisco Assessor-  
2 Recorder immediately after the May 2014 DOLMEN Grant Deed.

3 34. On May 1, 2014, DOLMEN recorded a grant deed to itself a true and correct copy  
4 of which is attached as Exhibit H and incorporated by this reference (the “May 2014 DOLMEN  
5 Grant Deed”). The May 2014 DOLMEN Grant Deed states that it relates to Lot 14

6 35. At all material times, Plaintiff has paid the property taxes due for 639 Peralta/Lot  
7 14.

8 36. Plaintiff discovered an indication that construction activity had commenced on Lot  
9 14 on or about May 22, 2014, when he received a Preliminary Mechanic’s Lien Notice from  
10 CENTRAL CONCRETE. He telephoned CENTRAL CONCRETE and advised that he was the  
11 owner of Lot 14 and had not authorized any construction.

12 37. On June 9, 2014, Plaintiff discovered that construction was on-going at the 639  
13 Peralta/Lot 14 when he received a Notice of Violation of the Department of Public Works for the  
14 City and County of San Francisco relative to that work for purported code violations, and  
15 responded by letter informing DPW that the work was unauthorized by him.

16 38. On July 10, 2014, Plaintiff wrote DOLMEN a letter essentially (a) explaining the  
17 Loan relating to Lot 15 and that he was the sole owner of Lot 14 and (b) requesting DOLMEN  
18 confirm his ownership (the “July Letter”).

19 39. DOLMEN failed to respond to the July Letter and continues to ignore it.

20 40. On September 4, 2014, Plaintiff wrote a similar letter to ALTA (the “September  
21 Letter”).

22 41. ALTA failed to respond to the September Letter and continues to ignore it.

23 **FIRST CAUSE OF ACTION**  
24 **(Quiet Title and Recovery of Real Property by Mandatory**  
**Injunction-Dolmen, Alta, Landmark and Doe Defendants 21-100)**

25 42. Plaintiff realleges and incorporates by reference paragraphs 1 through 41 above.

26 43. At no time did any of the defendants obtain any right, title, estate, lien or interest  
27 in Lot 14.



1 Plaintiff relative to his ownership of the 639 Peralta/Lot 14: (1) the Foreclosure Deed to Deutsche  
2 Bank the extent it purports to convey any interest in Lot 14; (2) the Bank's Grant Deed to  
3 DOLMEN to the extent it purports to convey any interest in Lot 14; (3) the Construction Loan  
4 Deed of Trust; (4) the May 2014 DOLMEN Grant Deed; and, (5) any and all mechanic's or  
5 design professional liens or other documents recorded against the 639 Peralta/Lot 14 in the past,  
6 at present or in the future (the "Mechanic's Liens") arising from or relating to DOLMEN's efforts  
7 to improve or otherwise use and enjoy that property without Plaintiff's authorization, including  
8 without limitation any by Does 1-100.

9  
10 **THIRD CAUSE OF ACTION**  
**(Trespass-Against Dolmen, Landmark,**  
**and Doe Defendants 11-100)**

11 52. Plaintiff realleges and incorporates by reference paragraphs 1 through 41, 43 and  
12 44 above.

13 53. The construction on-going at the 639 Peralta/Lot 14 is and was unauthorized by  
14 Plaintiff, it and was without right and is and was an invasion of Plaintiff's property constituting  
15 trespass.

16 54. Plaintiff as against DOLMEN, LANDMARK, and DOE Defendants 11-100, and  
17 each of them, seeks to recover the area of 639 Peralta/Lot 14 subject to any encroachments  
18 constructed by defendants, and each of them, and the issuance of a mandatory preliminary  
19 injunction requiring the immediate removal of those encroachments and all equipment, material,  
20 personnel and personal property, and permanently enjoining any future encroachments.

21 55. Plaintiff further seeks actual damages proximately caused by the above-alleged  
22 defendants, and each of them, in an amount according to proof.

23 56. Plaintiff is informed and believes and thereupon alleges that the aforementioned  
24 conduct of DOLMEN and DOES 75-100 was (a) with knowledge that (i) Deutsche Bank intended  
25 only to convey the property at 637 Peralta/Lot 15 to DOLMEN or (ii) RSMA only could properly  
26 convey that property to Deutsche Bank, and (b) undertaken with a willful and knowing disregard  
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1 of the rights of Plaintiff, such that it constituted malice and justifies an award of punitive damages  
2 against DOLMEN, and DOES 75-100, which award is hereby sought by Plaintiff.

3 **FOURTH CAUSE OF ACTION**  
4 **(Ejectment-Against Dolmen and Does Defendants 11-100)**

5 57. Plaintiff realleges and incorporates by reference paragraphs 1 through 41, 43-44,  
6 and 53-56 above.

7 58. Plaintiff is entitled to possession of 639 Peralta/Lot 14.

8 59. Defendants DOLMEN and, and all those claiming by, through or under  
9 DOLMEN, including DOE Defendants 11-100, and each of them, wrongfully entered, took  
10 possession and withhold possession of 639 Peralta/Lot 14, and Plaintiff therefore requests they be  
11 ejected, and Plaintiff restored to possession of that Property.

12 **FIFTH CAUSE OF ACTION**  
13 **(Breach of Fiduciary Duty Against Stewart**  
14 **Title Guaranty and Stewart Title Insurance)**

15 60. Plaintiff realleges and incorporates by reference paragraphs 1 through 41, 43 and  
16 44 above.

17 61. In connection with the Loan, STEWART TITLE GUARANTY and STEWART  
18 TITLE INSURANCE (“STEWART”) owed a fiduciary obligation to the parties to that  
19 transaction, including Plaintiff, to accurately prepare a legal description properly limited to the  
20 Lot 15 property for recordation.

21 62. Plaintiff reasonably and justifiably relied upon Stewart’s professional skill and  
22 competence to prepare an accurate legal description for recordation and was not aware of the  
23 error in the Legal Description by STEWART at any material time.

24 63. By erroneously preparing the Legal Description, STEWART breached its fiduciary  
25 obligations to Plaintiff.

26 64. As a legal result of STEWART’s breach of duty, Plaintiff has been injured in an  
27 amount according to proof, including without limitation the attorney’s fees and costs arising from  
28 Plaintiff needing to commence and prosecute this action as against the other defendants.

**SIXTH CAUSE OF ACTION  
(Reformation Against All Defendants)**

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2           65. Plaintiff realleges and incorporates by reference paragraphs 1 through 41, and 43-  
3 44 above.

4           66. The 2007 Deed of Trust was materially altered by the Exhibit A  
5 unilaterally attached to it by STEWART TITLE INSURANCE. That exhibit in any  
6 event contained an erroneous legal description of the property being pledged by Plaintiff  
7 as security for the Loan. It therefore fails to reflect the true intent of the parties. Had it  
8 reflected the trust intent of the parties, Exhibit A to the Deed of Trust would have read as  
9 follows:

10           LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED  
11 UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO.3", RECORDED  
12 DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS AT PAGE 15, IN  
13 THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN  
14 FRANCISCO, STATE OF CALIFORNIA.

15           Assessor's Lot 15, Block 5634

16           67. The Legal Description attached as "Exhibit A" to the Deed of Trust materially  
17 altered the instrument rendering it void to the extent it purported to convey any interest in Lot 14,  
18 and in any event failed to reflect the true intent of the parties in that it included a reference to Lot  
19 1255 of the 1861 map, though not to that lot's APN number or address.

20           68. Plaintiff is informed and believes and thereupon alleges that the failure of the  
21 Legal Description attached as "Exhibit A" to the Deed of Trust to reflect the true intent of the  
22 parties resulted from an error by the title company that prepared the Legal Description, and a  
23 mutual mistake by Plaintiff and Indymac Bank in failing to notice the error by the scrivener in  
24 preparing the Legal Description.

25           69. Plaintiff therefore is entitled to have the Deed of Trust reformed to reflect the true  
26 intent of the parties by modifying the Legal Description of the deed to trust to read as alleged in  
27 paragraph 66 above.  
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**SEVENTH CAUSE OF ACTION  
(Negligence Against All Defendants)**

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2           70. Plaintiff realleges and incorporates by reference paragraphs 1 through 41, 43 and  
3 44 above.

4           71. Each defendant owed Plaintiff a duty of due care.

5           72. DOLMEN had a duty to exercise ordinary care to prevent others from being  
6 injured by its business activities, and a duty not to engage in willful activities which would in the  
7 course of ordinary events cause injury to others.

8           73. DOLMEN's duty arose out of its general knowledge and experience as a real  
9 estate buyer and developer in light of the following facts:

10           a. DOLMEN knew that the property had been marketed as being solely a single  
11 family residence on a single lot;

12           b. The statutorily required AVID statements prepared by both real estate agents  
13 involved in DOLMEN's purchase of the property identified the house on the 637  
14 Peralta/Lot 15 property as encroaching on the adjacent lot, a situation which would not  
15 have existed had the agent believed both lots were being sold together;

16           c. Valuations of the property in 2011, and the offer made by DOLMEN, reflected the  
17 purchase a single property as the amount paid was less than the value of two vacant lots in  
18 that neighborhood, much less a lot and one improved property;

19           d. Plaintiff alleges on information and belief that DOLMEN or its agents possessed  
20 the INDYMAC deed of trust, which clearly showed that only the 637 Peralta/Lot 15  
21 property had been pledged as security for the loan;

22           e. Preliminary title reports issued for the DOLMEN purchase, prior to a final prelim  
23 issued on or after October 21, 2011 (after seller already had executed a deed), reflected  
24 that the transaction involved only 637 Peralta/Lot 15;

25           f. The property DOLMEN offered to buy was identified as 637 Peralta, and had been  
26 marketed as being solely a single family dwelling on a single lot;

1 g. DOLMEN knew or should have known that claiming title over property not  
2 intended to be part of the transaction would cause harm to the actual owner of such  
3 property;

4 h. Plaintiff has clearly suffered an injury here if he is not restored to title as Plaintiff  
5 has never received any consideration from any party as a result of the purported  
6 conveyance of 639 Peralta/Lot 14;

7 i. Plaintiff's injury is a direct consequent of DOLMEN claiming ownership over, and  
8 usurping possession of 639 Peralta/Lot 14 from Plaintiff;

9 j. DOLMEN could easily have located and inquired of Plaintiff prior to the  
10 transaction whether Plaintiff claimed ownership over the 639 Peralta/Lot 14 property as  
11 Plaintiff's contact information was of public record as evidenced by the fact that  
12 preliminary mechanic's lien notices were easily sent to and served on Plaintiff when  
13 DOLMEN undertook to commence construction on the property;

14 k. Statutory JCP Disclosures were ordered and provided only for 637 Peralta/Lot 15  
15 and not 639 Peralta/Lot 14;

16 l. DOLMEN knew that virtually all documents concerning the property owned by  
17 Deutsche Bank referenced only the APN for 637 Peralta/Lot 15, and whatever the legal  
18 effect of that reference, DOLMEN knew or should have known that by common usage the  
19 property being offered for sale was only the 637 Peralta/Lot 15 property;

20 m. DOLMEN acted willfully and intentionally to sever the lots and encumber the 639  
21 Peralta/Lot 14 property and take advantage of the ambiguity found in the deed conveying  
22 the property to DOLMEN;

23 n. DOLMEN knew or should have known that wrongfully asserting title to the 639  
24 Peralta/Lot 14 would injure its true owner;

25 o. DOLMEN failed to investigate specific title to the 639 Peralta/Lot 14 despite  
26 ambiguity in the deed and transaction and the other facts alleged above, all of which  
27 would have placed a reasonably prudent person on inquiry notice that title was unclear.  
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**NINTH CAUSE OF ACTION  
(Unjust Enrichment Against DOLMEN)**

80. Plaintiff realleges and incorporates by reference paragraph 74, above.

81. Defendant DOLMEN has unjustly received a benefit, and been unjustly enriched at the expense of Plaintiff in that DOLMEN has usurped, without payment of any consideration, title to 639 Peralta/Lot 14.

82. Based on the facts alleged above, it is unjust for DOLMEN to retain that benefit.

83. DOLMEN knew, or should have known, that 639 Peralta/Lot 14 was never pledged as security for the original INDYMAC deed of trust.

84. DOLMEN unjustly seeks to retain the benefit of that advantage to the expense and detriment of Plaintiff.

85. Plaintiff is entitled to restitution in the amount of the fair market value of the 639 Peralta/Lot 14 property, according to proof.

WHEREFORE, Plaintiff requests the following relief:

1. On the First Cause of Action, judgment quieting title to 639 Peralta/Lot 14 effective beginning on March 25, 2011 and to the date of entry of judgment, in favor of Plaintiff, and his successors in interest, as owner of 639 Peralta/Lot 14 and providing that the defendants, and each of them, have no right, title, estate, lien or interest in or to that property;

2. On the Second Cause of Action, a judgment cancelling the Deed of Trust to the extent it purports to convey any interest in Lot 14, the Foreclosure Deed to the extent it purports to convey any interest in Lot 14, the Construction Loan Deed of Trust, the May 2014 DOLMEN Grant Deed and the Mechanic's Liens;

3. On the Third Cause of Action, a mandatory injunction requiring defendants, and each of them, to immediately remove the encroachments, and permanently enjoining them from encroaching in the Lane in the future;

4. On Fourth Cause of Action, a judgment ejecting DOLMEN, and all those claiming by, through or under DOLMEN, including Doe Defendants 11-100, and to place Plaintiff in possession of the 639 Peralta/Lot 14;

1           5.       On the Third Cause of Action, actual damages against DOLMEN, LANDMARK,  
2 and DOE Defendants 11-100 in an amount according to proof;

3           6.       On the Third Cause of Action, actual damages against DOLMEN, and DOE  
4 Defendants 11-100 in an amount according to proof;

5           7.       On the Third and Fourth Causes of Action, punitive damages against DOLMEN  
6 and Does 75-100 in an amount according to proof;

7           8.       On the Fifth Causes of action, actual damages against STEWART in an amount  
8 according to proof, including the attorney's fees and costs arising from Plaintiff needing to  
9 commence and prosecute this action as against the other defendants;

10          9.       On Sixth Cause of Action, for an equitable decree reforming the legal description  
11 of the Deed of Trust to read as follows:

12                   LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED  
13                   UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO.3", RECORDED  
14                   DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" O F MAPS AT PAGE 15, IN  
15                   THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN  
16                   FRANCISCO, STATE OF CALIFORNIA.

17                   Assessor's Lot 15, Block 5634;

18          10.       On the Seventh Cause of action, actual damages against all defendants in an  
19 amount according to proof, including without limitation as to STEWART, RSM&A and DOE  
20 defendants 51-75, the attorney's fees and costs arising from Plaintiff needing to commence and  
21 prosecute this action as against the other defendants;.

22          11.       On the Eighth Cause of Action for a Declaration that the defendants, and each of  
23 them, have no right, title, estate, lien or interest in Lot 14;

24          12.       On the Ninth Cause of Action, a judgment of restitution in the amount of the fair  
25 market value of the 639 Peralta/Lot 14 property, according to proof;

26          13.       On each Cause of Action, for costs of suit; and,

27          14.       For such other and further relief as the Court may deem proper.  
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Dated: June 30, 2016

WEYAND LAW FIRM,  
A Professional Corporation

By /s/ Alexander M. Weyand  
Alexander M. Weyand

Attorneys for Plaintiff  
WILLIAM H. BRADLEY

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VERIFICATION

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I, WILLIAM H. BRADLEY, am the Plaintiff in the above-entitled action. I have read the foregoing fifth amended complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: June 30, 2016

  
WILLIAM H. BRADLEY

# EXHIBIT A

**LEGAL DESCRIPTION**

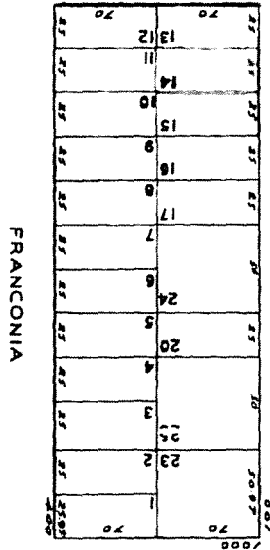
Real property in the City of San Francisco, County of San Francisco, State of California,  
described as follows:

LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP  
ENTITLED, "GIFT MAP NO. 3", RECORDER DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS  
AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO,  
STATE OF CALIFORNIA

APN: Lot: 14; Block: 5634

# EXHIBIT B

MAYFLOWER



ESMERALDA AVE.



GIFT MAP 3 LOTS 1238 & 1260  
REVISED 60

5634

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CITY & COUNTY ASSESSOR 1953

# EXHIBIT C

Stewart Title of California

Recording Requested By:  
INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT  
[Company Name]  
And When Recorded Mail To:  
INDYMAC BANK, F.S.B., C/O DOCUMENT MAN  
[Name]  
BLDG B, 901 E 104TH ST, SUITE 400/500  
[Street Address]  
KANSAS CITY, MO 64131  
[City, State Zip Code]

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC- 2007-I415642-00  
Post 8-STEWART Title Company  
Wednesday, JUL 11, 2007 00:00:00  
Ttl Pd \$51.00 Nr-0003263400  
REEL J430 IMAGE 0151  
08/1/00/1-16

E37433449-RR [Space Above This Line For Recording Data]

WT 015, Block 504  
671 Peralta Avenue

MIN: 100055401268154269

14

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 2, 2007 together with all Riders to this document.
- (B) "Borrower" is WILLIAM H BRADLEY AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK  
Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

- (D) "Trustee" is STEWART TITLE GUARANTY CO.

- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Loan No: 126815426



(F) "Note" means the promissory note signed by Borrower and dated July 2, 2007. The Note states that Borrower owes Lender seven hundred ninety nine thousand four hundred forty and NO/100ths Dollars (U.S. \$ 799,440.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2037.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Revocable Trust Rider          |   |
| <input type="checkbox"/> Other(s) [specify]    |   |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security

Loan No: 126815426





Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the \_\_\_\_\_ County of SAN FRANCISCO :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Assessor's Identification Number: LOT 015, BLOCK 5634  
which currently has the address of 637 PERALTA AVE  
[Street]

SAN FRANCISCO , California 94110 ("Property Address")  
[City] [Zip Code]

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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment

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California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

Form 3005 1/01

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charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

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California deed of Trust—Single Family—Female Mar/Fredric Moe Uniform Instrument  
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this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan,

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either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

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writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent

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Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the

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expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow

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anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, 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 the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder 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 all or any parcel of the Property 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.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the

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fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

  
\_\_\_\_\_  
WILLIAM H BRADLEY (Seal)  
Borrower  
(Printed Name)

\_\_\_\_\_  
(Seal)  
Borrower  
(Printed Name)

\_\_\_\_\_  
(Seal)  
Borrower  
(Printed Name)

\_\_\_\_\_  
(Seal)  
Borrower  
(Printed Name)

\_\_\_\_\_  
[Acknowledgment on Following Page]

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ACKNOWLEDGMENT

State of California

County of Alameda

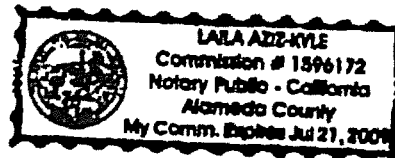
On 7-2-07 before me, Lala Azz-Kyle [name and title of officer] personally appeared WILLIAM N BRADLEY

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/hers/their authorized capacity(ies), and that by his/hers/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.

Signature

(Seal)



REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of \_\_\_\_\_ County, State of California, in book \_\_\_\_\_, page \_\_\_\_\_ of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
(Trustee)

Date: \_\_\_\_\_

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37433449

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California,  
County of San Francisco, City of San Francisco, described as follows:

Lots No. 1255 and 1257, as said Lots are delineated and so  
designated upon that certain Map entitled, "Gift Map No. 3",  
recorded December 31, 1861 in Liber 2 "A" and "B" of Maps, at  
Page 15, in the Office of the Recorder of the City and County  
of San Francisco, State of California.

Lot: 015 Block: 5634

End of Legal Description

# **EXHIBIT C-1**

Recording Requested By:

INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Company Name]

And When Recorded Mail To:

INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Name]

BLDG B, 901 E 104TH ST, SUITE 400/500

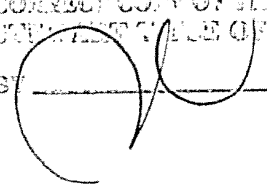
[Street Address]

KANSAS CITY, MO 64131

[City, State Zip Code]

CERTIFIED TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL  
SUBMITTED TO THE CLERK OF SUPERIOR COURT OF CALIFORNIA

BY \_\_\_\_\_



E37433449-RR

[Space Above This Line For Recording Data]

MIN: 100055401268154269

### DEED OF TRUST

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 2, 2007, together with all Riders to this document.

(B) "Borrower" is WILLIAM H BRADLEY AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

(D) "Trustee" is STEWART TITLE GURANTY CO.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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(F) "Note" means the promissory note signed by Borrower and dated July 2, 2007. The Note states that Borrower owes Lender seven hundred ninety nine thousand four hundred forty and NO/100ths Dollars (U.S. \$ 799,440.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2037.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Revocable Trust Rider          |   |
| <input type="checkbox"/> Other(s) [specify]    |   |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security

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Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the \_\_\_\_\_ County of SAN FRANCISCO \_\_\_\_\_;

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Assessor's Identification Number: LOT 015, BLOCK 5634  
 which currently has the address of 637 PERALTA AVE  
 [Street]

SAN FRANCISCO, California 94110 ("Property Address")  
 [City] [Zip Code]

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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment

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charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

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this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan,

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either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

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writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent

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Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender:

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 13, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the

Loan No: 126815426

California Deed of Trust—Single Family—Fannie Mac/Freddie Mac Uniform Instrument

Form 3005 1/01

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Closing

The Compliance Source, Inc.

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expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow

Loan No: 126815426

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

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The Compliance Source, Inc.

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anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, 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 the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder 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 all or any parcel of the Property 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.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the

Loan No: 126815426

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument  
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fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

*William H Bradley* (Seal)  
WILLIAM H BRADLEY (Borrower)  
[Printed Name]

\_\_\_\_\_  
(Seal)  
(Borrower)  
[Printed Name]

\_\_\_\_\_  
(Seal)  
(Borrower)  
[Printed Name]

\_\_\_\_\_  
(Seal)  
(Borrower)  
[Printed Name]

\_\_\_\_\_ [Acknowledgment on Following Page] \_\_\_\_\_

Loan No: 126815426

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ACKNOWLEDGMENT

State of California

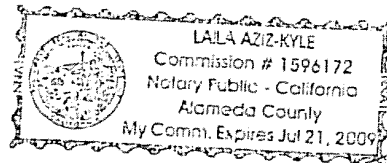
County of Alameda

On 7-2-07 before me, Lala Aziz-Kyle Notary Public (name and title of officer) personally appeared WILLIAM H BRADLEY

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.

Signature \_\_\_\_\_ (Seal)



REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of \_\_\_\_\_ County, State of California, in book \_\_\_\_\_, page \_\_\_\_\_ of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
(Trustee) Date \_\_\_\_\_

Loan No: 126815426

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

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# EXHIBIT D

THIS IS TO CERTIFY THAT THIS IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL RECORDED IN THE OFFICE OF THE COUNTY

RECORDING REQUESTED BY  
RSM&A Foreclosures Services

RECORDING FEE: \$11.00

RECORDED ON: June 23, 2010

AS DOCUMENT NO: 2010-1987909

WHEN RECORDED MAIL TO:  
OneWest Bank, FSB  
888 East Walnut Street  
Pasadena, CA 91101

BY: s/ Jenny Dang

LSI TITLE COMPANY (CA)

Trustee Sale No. 10CA00158-1  
Order No. 100298451

*Space above this line for recorder's use only*

**ASSIGNMENT OF DEED OF TRUST**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-I under the Pooling and Servicing Agreement dated July 1, 2007, all beneficial interest under that certain Deed of Trust dated July 2, 2007, executed by WILLIAM H BRADLEY AN UNMARRIED MAN, as Trustor; to STEWART TITLE GURANTY CO., as Trustee; and recorded July 11, 2007 as Document Number: 2007-1415642-00 of official records in the office of the Recorder of San Francisco County, California.

TOGETHER with the Note or Notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

DATE: 6.1.10

Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, FSB

[Signature]  
BY\* Suchan Murray Authorized Signatory

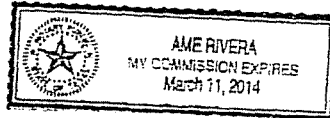
STATE OF Texas

COUNTY OF Travis

On 6.1.10 before me, Anne Rivera, a Notary Public in and for said county, personally appeared Suchan Murray Authorized Signatory 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.

Anne Rivera  
Notary Public in and for said County and State



Property Address: 637 PERALTA AVE, SAN FRANCISCO, CA 94110

**EXHIBIT D1**

THIS IS TO CERTIFY THAT THIS IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL RECORDED IN THE OFFICE OF THE COUNTY

RECORDING FEE: \$17.00

RECORDED ON: November 24, 2010

AS DOCUMENT NO: 2010-J086783

BY: s/ Luis Henriquez

LSI TITLE COMPANY (CA)

RECORDING REQUESTED BY  
RSM&A Foreclosures Services

WHEN RECORDED MAIL TO:  
RSM&A Foreclosures Services  
43252 Woodward Avenue, Suite 180  
Bloomfield Hills, MI 48302

Trustee Sale No. 10CA00158-1

*Space above this line for recorder's use only*

Order No. 100298451

2010-11-24-10

**IMPORTANT NOTICE**

**NOTICE OF DEFAULT AND ELECTION TO SELL  
UNDER DEED OF TRUST**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account current by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$23,443.87 as of November 23, 2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require, as a condition to reinstatement, that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in this paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.

**EXHIBIT D2**

Trustee Sale No. 10CA00158-1 Order No. 100298451

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

OneWest Bank, FSB  
c/o RSM&A Foreclosure Services, LLC  
15165 Ventura Blvd., Suite 330  
Sherman Oaks, CA 91403  
805-804-5616

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT:** RSM&A Foreclosure Services is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated July 2, 2007, executed by WILLIAM H BRADLEY AN UNMARRIED MAN, as trustee, to secure obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, FSB, as Beneficiary as recorded July 11, 2007 as Document Number 2007-1415642-00 of official records in the Office of the Recorder of San Francisco County, California, as more fully described on said Deed of Trust. Including the note(s) for the sum of \$799,440.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

Failure to make the 02/01/2010 payment of principal and/or interest and all subsequent payments, together with late charges, impounds, advances, taxes, delinquent payments on senior liens, or assessments, attorney fees and court costs arising from the beneficiary's position of its security, all of which must be cured as a condition of reinstatement.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

THE BENEFICIARY OR BENEFICIARY'S AUTHORIZED AGENT HAS COMPLIED WITH CIVIL CODE SECTION 2923.5. SEE DECLARATION ATTACHED HERETO AND MADE A PART HEREOF.

DATE: November 23, 2010 Luis Henriquez

RSM&A Foreclosure Services, LLC, as Agent for Beneficiary  
by: LSI Title Company, as agent for RSM&A Foreclosure Services, LLC

RSM&A Foreclosure Services, LLC may be acting as a debt collector in an attempt to collect a debt. Any information obtained will be used for that purpose.



WILLIAM BRADLEY

DECLARATION PURSUANT TO CAL. CIV. CODE SECTION 2923.5(b):

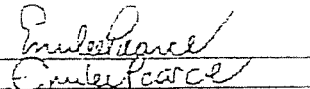
The undersigned mortgagee, beneficiary or authorized agent hereby declares under penalty of perjury, under the laws of the State of California, as follows:

- The mortgagee, beneficiary or authorized agent has contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since the borrower was contacted.
- The mortgagee, beneficiary or authorized agent has tried with due diligence to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since these due diligence efforts were completed.
- The mortgagee, beneficiary or authorized agent was not required to comply with Cal. Civ. Code Section 2923.5 because:
  - the borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
  - the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries.
  - the borrower has filed for bankruptcy, and the proceedings have not yet been finalized.

INDYMAC MORTGAGE SERVICING

Date: 4/28/2010

By:

  
\_\_\_\_\_  
Amber Pearce

THIS IS TO CERTIFY THAT THIS IS A FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
RECORDED IN THE OFFICE OF THE COUNTY

RECORDING FEE: \$14.00  
RECORDED ON: February 28, 2011  
AS DOCUMENT NO: 2011-J142376  
BY: s/ Jenny Dang  
LSI TITLE COMPANY (CA)

RECORDING REQUESTED BY  
RSM&A Foreclosures Services

WHEN RECORDED MAIL TO:  
RSM&A Foreclosures Services  
43252 Woodward Avenue, Suite 180  
Bloomfield Hills, MI 48302

Trustee Sale No. 10CA00158-1

*Space above this line for recorder's use only:*

Order No. 100298451

APN: 33-5634-015-01; 33-5634-014-01

**NOTICE OF TRUSTEE'S SALE**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 07/02/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

On **March 21, 2011 at 02:00 PM**, RSM&A Foreclosure Services, as the duly appointed Trustee under and pursuant to Deed of Trust Recorded **July 11, 2007** as Document Number: **2007-1415642-00** of official records in the Office of the Recorder of **San Francisco County, California**, executed by: **WILLIAM H BRADLEY AN UNMARRIED MAN**, as Trustor, **Mortgage Electronic Registration Systems, Inc.**, as nominee for **IndyMac Bank, FSB**, as Beneficiary, **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH** (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state) at the following location: **At the Van Ness Avenue entrance to the San Francisco City Hall, 400 Van Ness Avenue, San Francisco**, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California describing the land therein: **Legal description as more fully described in said deed of trust.**

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: **637 PERALTA AVE, SAN FRANCISCO, CA 94110.**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: **\$844,919.81** (Estimated\*)

\*Accrued interest and additional advances, if any, will increase this figure prior to sale.

**EXHIBIT D3**

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

DATE: 02/26/2011

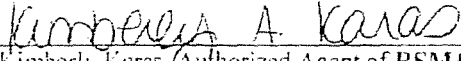
**RSM&A Foreclosures Services**

15165 Ventura Boulevard, Suite 330

Sherman Oaks, CA 91403

805-804-5616

**For specific information on sales including bid amounts call (714) 277-4845.**

  
\_\_\_\_\_  
Kimberly Karas, Authorized Agent of RSM&A Foreclosures Services

**CALIFORNIA FORECLOSURE PREVENTION ACT**  
**DECLARATION OF COMPLIANCE**

(California Civil Code § 2923.54(a))

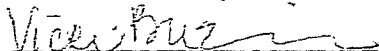
The undersigned mortgage loan servicer hereby declares under penalty of perjury, under the laws of the State of California, as follows:

- The mortgage loan servicer has not obtained a final or temporary order of exemption pursuant to Cal. Civ. Code § 2923.53 that is current and valid as of the date that the Notice of Trustee's Sale was filed or given. Therefore, the mortgage loan servicer has waited an additional 90 days before giving notice of sale as required by Cal. Civ. Code § 2923.52(a).
- The mortgage loan servicer has obtained a final or temporary order of exemption pursuant to Cal. Civ. Code § 2923.53 that is current and valid as of the date that the Notice of Trustee's Sale was filed or given.
- The timeframe for giving notice of sale specified in Cal. Civ. Code § 2923.52(a) does not apply because:
- The loan was not recorded between January 1, 2003 and January 1, 2008.
  - The loan is not secured by residential real property.
  - The loan is not secured by a first priority mortgage or deed of trust.
  - The borrower did not occupy the property as his/her principal residence when the loan became delinquent.
  - The loan was made, purchased or serviced by (1) a California state or local public housing agency or authority, including state or local housing finance agencies established under Division 31 of the Cal. Health & Safety Code and Chapter 6 of the Cal. Military & Veterans Code, or (2) the loan is collateral for securities purchased by any such California state or local public housing agency or authority.
  - The borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
  - The borrower has contracted with someone whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their loan obligations.
  - The borrower has filed for bankruptcy, and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case or granting relief from the automatic stay.

[OneWest Bank, FSB]

Date: 7/10/14

By:

  
Vicki Brizendine

ATTACHMENT TO NOTICE OF TRUSTEE'S SALE

38

WHEN RECORDED MAIL TO

RSM&A Foreclosures Services  
43252 Woodward Avenue, Suite 180  
Bloomfield Hills, MI 48302

MAIL TAX STATEMENTS TO  
888 East Walnut Street  
Pasadena, CA 91101

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2011-J155424-00**  
Check Number 118-884  
Friday, MAR 25, 2011 10:33:43  
Ttl Pd \$14.00 Rpt # 0004115044  
**REEL K360 IMAGE 0253**  
03/16/11-2

Space above this line for recorder's use only

Trustee Sale No. 10CA00158-1  
Title Order No. 100298451  
APN: 33-5634-015-01; 33-5634-014-01

637 peralta AVE TRUSTEE'S DEED UPON SALE

This instrument is being recorded as an  
ACCOMMODATION ONLY, with no  
Representation as to its effect upon title

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was: \$845,148.70
- 3) The amount paid by the grantee at the trustee sale was: \$760,903.50
- 4) The documentary transfer tax is \$0.00
- 5) Said property is in City of SAN FRANCISCO

and RSM&A Foreclosures Services (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-I under the Pooling and Servicing Agreement dated July 1, 2007 (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of San Francisco, State of California, described as follows:

**LOTS NO. 1255 AND 1257, AS SAID LOTS ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS, AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.**

**RECITALS:**

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated July 2, 2007, executed by WILLIAM H BRADLEY AN UNMARRIED MAN, as trustor, to secure obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, FSB, as Beneficiary as recorded July 11, 2007 as Document Number: 2007-1415642-00 of official records in the Office of the Recorder of San Francisco County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell, which were recorded in

**EXHIBIT D4**

the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on **March 21, 2011**. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being **\$760,903.50** in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATE: March 21, 2011

  
Kimberly Karas, for **RSM&A Foreclosure Services, LLC, Trustee**

STATE OF MICHIGAN  
COUNTY OF OAKLAND

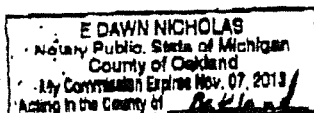
On March 21, 2011, before me, E Dawn Nicholas, a Notary Public in and for said county, personally appeared Kimberly Karas, for **RSM&A Foreclosure Services, LLC, Trustee**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



E Dawn Nicholas  
Notary Public for Oakland County acting in Oakland County, Michigan  
My Commission Expires: 11/07/2013



# EXHIBIT E

16  
LSI Title Company (CA)

RECORDING REQUESTED BY:  
LSI Title Company (CA)  
AND WHEN RECORDED MAIL TO:

Dolmen Property Group  
263 Golden Gate Ave.  
San Francisco, CA 94102



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder

DOC-2011-J293771-00

Check Number 781/273

Friday, OCT 28, 2011 12:48:51

Ttl Pd \$2,488.60

Rept # 0004270642

REEL K512 IMAGE 0382

cta/MA/1-2

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 110109390

Escrow No.: 094830-BEC

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX is

\$2,481.60

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area  City of San Francisco AND



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-I under the Pooling and Servicing Agreement dated July 1, 2007

hereby GRANT(s) to:

Dolmen Property Group, LLC

the real property in the City of San Francisco, County of San Francisco, State of California, described as:  
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF  
Also Known as: 837 Peralta Avenue, San Francisco, CA 94110  
AP#: S634-015

DATED October 18, 2011

STATE OF TEXAS

COUNTY OF TRAVIS

On OCT 19 2011

before me, Benjamin Andrew Galle

A Notary Public In and for said State personally appeared Benjamin Andrew Galle  
Notary Public

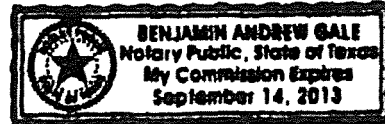
Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-I under the Pooling and Servicing Agreement dated July 1, 2007

By: [Signature]

Notary Public

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



Signature

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:



ORDER NO: 110189380

LSI TITLE COMPANY (CA)

REFERENCE NO: 498623

**PRELIMINARY REPORT - CALIFORNIA  
LEGAL DESCRIPTION**

**EXHIBIT "ONE"<sup>A</sup>**

LOTS NO. 1255 AND 1257, AS SAID LOTS ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS, AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

# EXHIBIT F

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 12-36515229-CR  
Locate No.: CACTI7738-7738-2365-0036515229  
Title No.: 12-36515229-RM

**When Recorded Mail Document  
and Tax Statement To:**

Douglas Kiernan & Larissa Kiernan  
637 Peralta Ave.  
San Francisco, CA 94110



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2012-J544456-00**

Recd 1-CHICAGO Title Company  
Friday, NOV 16, 2012 08:08:00  
Ttl Pd \$5,467.00 Rept # 0004553424  
**REEL K775 IMAGE 0173**  
afa/AB/1-2

APN: Block 5634, Lot 015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$5,440.00

computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale,  
Unincorporated Area City of San Francisco,

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Dolmen Property Group, LLC,  
a Delaware Limited Liability Company

**hereby GRANT(S) to** Douglas S. Kiernan and Larissa V. Kiernan, husband and wife as community property with right  
of survivorship

**the following described real property in the City of San Francisco, County of San Francisco, State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: November 14, 2012

State of California  
County of San Francisco

On November 14, 2012 before me,  
~~Mark M. Pin~~ PATRICIA H. LIM, Notary Public  
(here insert name and title of the officer), personally appeared  
Seamus Naughten,

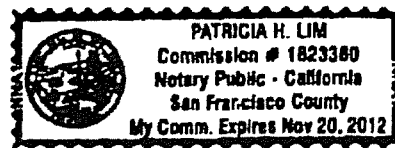
who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State  
of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Patricia H. Lim* (Seal)

*Seamus Naughten*, authorized signer and attorney  
in fact for Thomas Hunt, Manager of Dolmen  
Property Group, LLC



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 12/07)  
(grant) (10-03) (Rev. 07-11)

GRANT DEED

Escrow No.: 12-36515229-CR  
Locate No.: CACTI7738-7738-2365-0036515229  
Title No.: 12-36515229-RM

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 1255 as said lot is delineated and designated upon that certain Map entitled "Gift Map No. 3", recorded December 31, 1861 in Liber 2 "A" and "B" of Maps at Page 15, in the Office of the County Recorder of said County.

APN: Block 5634, Lot 015

# EXHIBIT G

First American Title Company  
Escrow # 3802-4503915

20149J87431700011  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J874317-00  
Acct 6002-First American Title Co.- Redwood City  
Tuesday, MAY 06, 2014 11:50:29  
Ttl Pd \$48.00 Nbr-0004931300  
ofa/RE/1-11

**RECORDATION REQUESTED BY:**

AltaPacific Bank  
Real Estate Industries Group  
3725 Westwind Blvd., Suite 100  
Santa Rosa, CA 95403

**WHEN RECORDED MAIL TO:**

AltaPacific Bank  
3725 Westwind Blvd., Suite 100  
Santa Rosa, CA 95403

**SEND TAX NOTICES TO:**

Dolmen Property Group, LLC (a Delaware Limited  
Liability Company)  
1452 Broadway Street  
San Francisco, CA 94109

FOR RECORDER'S USE ONLY

Lot 14, Block 5634

639 Peralta Ave CONSTRUCTION DEED OF TRUST

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$800,000.00.

**THIS DEED OF TRUST** is dated April 28, 2014, among Dolmen Property Group, LLC (a Delaware Limited Liability Company), whose address is 1452 Broadway Street, San Francisco, CA 94109 ("Trustor"); AltaPacific Bank, whose address is Real Estate Industries Group, 3725 Westwind Blvd., Suite 100, Santa Rosa, CA 95403 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Company, whose address is 299 West Portal Avenue, San Francisco, CA 94127 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in San Francisco County, State of California:

**LEGAL DESCRIPTION**

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

APN: Lot: 14; Block: 5634

The Real Property or its address is commonly known as 639 Peralta Avenue, San Francisco, CA 94110. The Assessor's Parcel Number for the Real Property is Lot 14, Block 5634.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**CONSTRUCTION MORTGAGE.** This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the

**DEED OF TRUST  
(Continued)**

Loan No: 5540010300

Page 2

Uniform Commercial Code, as those sections have been adopted by the State of California.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Trustor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**DEED OF TRUST  
(Continued)**

Loan No: 5540010300

Page 3

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other



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rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all

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such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**PARTIAL RELEASES.** Lender shall execute partial releases of the lien of this Deed of Trust upon the following conditions: The release of individual units if sold, upon payment of the greater of 100% net sales proceeds or 90% (equivalent to 250% of Par) of the 04/11/14 appraised value of each individual unit in the 639 Paralta Avenue building.

**FULL PERFORMANCE.** If Trustor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Right to Cure.** If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not effect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire indebtedness secured by this Deed of Trust 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 the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the 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 the 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 in accordance with applicable law. 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 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.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

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**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of San Francisco County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Arbitration.** Trustor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Trustor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

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**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Sonoma County, State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means AltaPacific Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means Dolmen Property Group, LLC (a Delaware Limited Liability Company) and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**DEED OF TRUST  
(Continued)**

Loan No: 5540010300

Page 9

**Lender.** The word "Lender" means AltaPacific Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated April 28, 2014, in the original principal amount of \$800,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. The words "Personal Property" also include all tangible and intangible items obtained or owned by, or in the possession of Trustor that are directly or indirectly related to the acquisition, development, design, construction, permitting, marketing, or habitation of the Real Property or the improvements to be constructed on the Real Property, whether heretofore or hereafter issued, prepared, or executed, including without limitation all permits, licenses, authorizations and approvals, trademarks and tradenames, and any and all land use entitlements, development rights, sewer capacity, approvals, density allocations and other rights or approvals relating to or authorizing the development or occupancy of the Property, plus all utility or other deposits, reimbursement rights, studies, tests, contracts, plans and specifications, relating to the Property and improvements.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means First American Title Company, whose address is 299 West Portal Avenue, San Francisco, CA 94127 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means Dolmen Property Group, LLC (a Delaware Limited Liability Company).

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.**

TRUSTOR:

DOLMEN PROPERTY GROUP, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

By: Thomas Hunt, Manager  
Thomas Hunt, Manager of Dolmen Property Group, LLC (a Delaware Limited Liability Company)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

)

COUNTY OF San Francisco

) SS

)

On May 1, 20 14 before me, Cathy Bryant, notary public  
(here insert name and title of the officer)

personally appeared Thomas Hunt, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Cathy Bryant

(Seal)

(DO NOT RECORD)

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

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

Its: \_\_\_\_\_

## ERRORS AND OMISSIONS CORRECTION AGREEMENT

This ERRORS AND OMISSIONS CORRECTION AGREEMENT is attached to and by this reference is made a part of the Deed of Trust, dated April 28, 2014, and executed in connection with a loan or other financial accommodations between ALTAPACIFIC BANK and Dolmen Property Group, LLC (a Delaware Limited Liability Company).

For good and valuable consideration, and as a condition of the extension of credit evidenced by the above referenced loan, the Borrower(s) agree, if requested by the Note Holder, Lender, Representative or Agent for Lender and/or Mortgage Broker (all referred to herein "Lender") to cooperate as set forth below.

In the event any of the documents evidencing and/or securing the above referenced loan referred to above misstate or inaccurately reflect the true and correct terms and provisions of the loan Borrower(s) shall upon request by Lender and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Lender may deem necessary to remedy said inaccuracy or mistake.

The agreements contained herein shall apply whether said misstatement or inaccuracy is due to unilateral mistake on the part of the Lender or Borrower(s) mutual mistake on the part of Lender and Borrower(s) or clerical error on the part of any party to the transaction.

Failure by any party to initial or execute such documents as and when requested hereunder shall constitute a breach of the contractual agreement evidenced hereby and shall also constitute a default under the Note and Mortgage, Deed of Trust or Security Instrument securing the loan.

This agreement shall be binding on the signatories hereto, their heirs and assigns, and shall inure to the benefit of Lender, its successor and assigns.

It is understood that Borrower(s) will not incur expenses of preparing such documents as all such expenses shall be borne by the Lender.

Time is of the essence concerning all agreements contained herein.

THIS ERRORS AND OMISSIONS CORRECTION AGREEMENT IS EXECUTED ON APRIL 28, 2014.

TRUSTOR:

DOLMEN PROPERTY GROUP, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

By: Thomas Hunt, Manager  
Thomas Hunt, Manager of Dolmen Property Group, LLC (a Delaware Limited Liability Company)



# EXHIBIT H

20149J87431600002  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J874316-00  
Acct 6002-First American Title Co.- Redwood City  
Tuesday, MAY 06, 2014 11:50:29  
Ttl Pd \$21.00 Nbr-0004931299  
ofa/RE/1-2

**RECORDING REQUESTED BY**

First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**

Dolmen Property Group, LLC  
1452 Broadway  
San Francisco, Ca 94109

Space Above This Line for Recorder's Use Only

A.P.N.: Block5634 Lot 014

File No.: 3802-4503915 (CB)

Property Address: **639 Peralta Avenue, San Francisco, CA 94110**

Lot Number: **014**

Block Number: **5634**

**GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$NONE; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR  
 computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
 unincorporated area;  City of San Francisco, and  
 Exempt from transfer tax; Reason: **Correction of vesting**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Dolmen Property Group, LLC, a Delaware Limited Liability Company, who acquired title as Dolmen Property Group, LLC**

hereby GRANT(s) to **Dolmen Property Group, LLC, a Delaware Limited Liability Company**

the following described property in the City of **San Francisco**, County of **San Francisco**, State of **California**:

**LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA**

Mail Tax Statements To: **SAME AS ABOVE**

Date: 05/01/2014

A.P.N.: Block 5634 Lot 014

File No.: 3802-4503915 (CB)

Dated: 05/01/2014

**Dolmen Property Group, LLC, a Delaware Limited Liability Company**

Thomas Hunt Manager  
Thomas Hunt, Manager

STATE OF California )SS  
COUNTY OF San Francisco )

On May 1, 2014 before me, Cathy Bryant, Notary  
Public, personally appeared Thomas Hunt

\_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.

Signature

[Signature]



My Commission Expires: March 19, 2018

*This area for official notarial seal*

**PROOF OF SERVICE**

I am a resident of the State of California and over the age of eighteen years, and am not a party to the within action. My business address is Weyand Law Firm PC, 2490 Mariner Square Loop, Suite 213, Alameda, CA 94501. On **June 30, 2016**, I served the following document(s):

**FIFTH AMENDED COMPLAINT TO QUIET TITLE AND FOR CANCELLATION OF INSTRUMENTS, TRESPASS, EJECTMENT, BREACH OF FIDUCIARY DUTY, REFORMATION, NEGLIGENCE, DECLARATORY RELIEF, UNJUST ENRICHMENT**

**(X)** By **Electronic Service Via FileAndServeXpress** I attached a true and correct copy of the above-entitled document (s) to FileAndServeXpress by electronic transfer for service on all counsel or record by electronic service pursuant to the Order Authorizing Electronic Service. This Service complies with Code of Civil Procedure Section 1010.6. The document(s) listed above to the e-mail addresses set forth on the "Master Service List" printed on this date and attached to the original proof of service kept in our files for this case.

► Christopher J. Hoo, Esq.  
► Barry G. Coleman, Esq.  
Randall S. Miller & Associates, PC.  
43252 Woodward Ave., Ste 180  
Bloomfield Hill, MI 48302  
Tel: (818) 574-3139  
Fax: (818) 256-3003  
[choo@rsmalaw.com](mailto:choo@rsmalaw.com)  
[bcoleman@rsmatrustee.com](mailto:bcoleman@rsmatrustee.com)

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[acs@manningllp.com](mailto:acs@manningllp.com)

*Attorneys for Defendant RSM&A Foreclosure Services, LLC*

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[Tom@TrombadoreGondenLaw.com](mailto:Tom@TrombadoreGondenLaw.com)

*Attorneys for Defendant and Cross-Complainant Dolmen Property Group LLC*

► Mark D. Epstein, Esq.  
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[KKao@Wendel.com](mailto:KKao@Wendel.com)

*Attorneys for Defendant AltaPacific Bank*

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► Maria S. Rosenfeld, Esq.  
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[mrosenfeld@jacobsonmarkham.com](mailto:mrosenfeld@jacobsonmarkham.com)

*Attorneys for Defendant Landmark Construction, Inc.*

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► Ellen Rosenbluth, Esq.  
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[dbudde@blglegal.net](mailto:dbudde@blglegal.net)  
[erosenbluth@blglegal.net](mailto:erosenbluth@blglegal.net)

*Attorneys for Defendant Stewart Title of California, Inc.*

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► Laura D. Cason, Esq.  
Fidelity National Law Group  
The Law Division of Fidelity National Title Group,  
Inc.  
1550 Parkside Drive, Suite 300  
Walnut Creek, CA 94956  
Fax: (925)930-9588  
[laura.cason@fnf.com](mailto:laura.cason@fnf.com)

*Attorneys for Cross-Defendant Servicelink Title Co.*

I declare under penalty under the laws of the State of California that the foregoing is true and correct.



---

Monik Bonilla

1 ALEXANDER M. WEYAND (SBN 108147)  
ERIC C. SHAW (SBN 104889)  
2 WEYAND LAW FIRM,  
A Professional Corporation  
3 2490 Mariner Square Loop, Suite 213  
Alameda, CA 94501  
4 Telephone: (415) 536-2800  
Facsimile: (415) 358-4461  
5

Attorneys for Plaintiff  
6 WILLIAM H. BRADLEY

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**04/13/2016**  
Clerk of the Court  
BY: GARY FELICIANO  
Deputy Clerk

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **CITY AND COUNTY OF SAN FRANCISCO**

10 WILLIAM H. BRADLEY,  
11 Plaintiff,

12 vs.

13 DOLMEN PROPERTY GROUP LLC, a Delaware  
14 Limited Liability Company, ALTAPACIFIC  
BANK, a California State Chartered Non-Member  
15 Bank; LANDMARK CONSTRUCTION, INC., a  
corporation State of formation unknown;  
16 STEWART TITLE GUARANTY COMPANY, an  
entity form unknown; STEWART TITLE  
17 INSURANCE COMPANY, an entity form  
unknown; RSM&A FORECLOSURE SERVICES,  
18 LLC, a Nevada Limited Liability Company;  
CENTRAL CONCRETE SUPPLY CO., INC.  
19 doing business as BODE CONCRETE and as  
WESTSIDE CONCRETE MATERIALS and as  
20 U.S. CONCRETE COMPANIES, a California  
corporation; and DOES 1 TO 200, inclusive; and,  
21 All persons claiming by, through, or under those  
defendants and all persons unknown, claiming any  
22 legal or equitable right, title, estate, lien, or interest  
in the property described in the complaint adverse  
23 to Plaintiff's title, or any cloud on Plaintiff's title  
thereto.

24 Defendants.

25  
26 AND RELATED CROSS-ACTIONS  
27  
28

Case No. CGC-14-541905

**DECLARATION OF PLAINTIFF  
WILLIAM H. BRADLEY IN SUPPORT  
OF OPPOSITION OF STEWART  
TITLE OF CALIFORNIA, INC.'S  
MOTION FOR SUMMARY  
JUDGMENT OR, IN THE  
ALTERNATIVE, MOTION FOR  
SUMMARY ADJUDICATION**

Hearing

Date: April 27, 2015

Time: 9:30 a.m.

Dept.: 501

Complaint filed: September 29, 2014

Trial Date: TBS

1 I, William H. Bradley, declare as follows:

2 1. I am the plaintiff in the above-captioned action. I have personal knowledge of, and  
3 if called upon as a witness would testify to, the following facts.

4 2. Subsequent to my deposition, I reviewed the documents that I was provided when  
5 I signed the closing papers for the IndyMac loan. They have been marked P000004-000084. I  
6 refer to that set of documents below as the "Closing File."

7 3. In the Closing File at P000055-68, I find a copy of the deed of trust, 14 pages in  
8 length that I was presented for signature and that I signed in connection with the IndyMac loan. It  
9 does not have an "Exhibit A" or any other attachment including one for a so-called "Legal  
10 Description." A true and correct copy of the deed of trust that I signed is attached as Exhibit  
11 "KK" and incorporated by this reference.

12 4. In the Closing File, I find no copy of any "Exhibit A" for the deed of trust or any  
13 document entitled "Legal Description" or the like, and to the best of my recollection the first time  
14 I saw any such exhibit or document was after the present dispute arose in May/June 2014.

15 5. I have also reviewed the records that I understand from my attorneys were  
16 produced during this litigation under subpoena served by my attorneys upon OneWest Bank for  
17 the IndyMac loan file ("OneWest Production)." Those records have been marked PSOW 000003-  
18 000394, 000397-401.

19 6. At PSOW 000151-164 of the OneWest Production, I found a copy of the deed of  
20 trust that I signed but with a certification stamp by "Stewart Title of California" certifying that the  
21 copy is "true and correct" and a signature that apparently was later placed on the document after I  
22 signed it. Except for that certification and some handwriting on the first page in the upper left  
23 hand corner, that document appears to be a complete copy of what I signed in connection with the  
24 closing. A true and correct copy of that deed of trust is attached as Exhibit "II" and incorporated  
25 by this reference.  
26  
27  
28





# **EXHIBIT KK**

Recording Requested By:

INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Company Name]

And When Recorded Mail To:

INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Name]

BLDG B, 901 E 104TH ST, SUITE 400/500

[Street Address]

KANSAS CITY, MO 64131

[City, State Zip Code]

[Space Above This Line For Recording Data]

MIN: 100055401268154269

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 2, 2007, together with all Riders to this document.

(B) "Borrower" is WILLIAM H BRADLEY AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

(D) "Trustee" is STEWART TITLE GURANTY CO.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Loan No: 126815426



(F) "Note" means the promissory note signed by Borrower and dated July 2, 2007. The Note states that Borrower owes Lender seven hundred ninety nine thousand four hundred forty and NO/100ths Dollars (U.S. \$ 799,440.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2037 .

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Revocable Trust Rider
- Second Home Rider
- Biweekly Payment Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security

Loan No: 126815426



Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SAN FRANCISCO :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Assessor's Identification Number: LOT 015, BLOCK 5634

which currently has the address of 637 PERALTA AVE

[Street]

SAN FRANCISCO , California 94110

("Property Address"):

[City]

[Zip Code]

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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment

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charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

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this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan,

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either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

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writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent

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Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the

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expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow

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anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, 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 the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder 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 all or any parcel of the Property 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.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the

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fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
WILLIAM H BRADLEY  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_ [Acknowledgment on Following Page] \_\_\_\_\_

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ACKNOWLEDGMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

§  
§  
§

On \_\_\_\_\_, before me, \_\_\_\_\_ [name and title of officer] personally appeared WILLIAM H BRADLEY

\_\_\_\_\_ 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.

Signature \_\_\_\_\_ (Seal)

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of \_\_\_\_\_ County, State of California, in book \_\_\_\_\_, page \_\_\_\_\_ of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
(Trustee) Date: \_\_\_\_\_

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# **EXHIBIT II**



Recording Requested By:

INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Company Name]

And When Recorded Mail To:

INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Name]

BLDG B, 901 E 104TH ST, SUITE 400/500

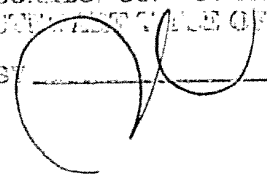
[Street Address]

KANSAS CITY, MO 64131

[City, State Zip Code]

CERTIFIED TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL  
SUBMITTED TO THE CLERK OF SUPERIOR COURT OF CALIFORNIA

BY \_\_\_\_\_



E37433449-RR

[Space Above This Line For Recording Data]

MIN: 100055401268154269

### DEED OF TRUST

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 2, 2007, together with all Riders to this document.

(B) "Borrower" is WILLIAM H BRADLEY AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

(D) "Trustee" is STEWART TITLE GURANTY CO.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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(F) "Note" means the promissory note signed by Borrower and dated July 2, 2007. The Note states that Borrower owes Lender seven hundred ninety nine thousand four hundred forty and NO/100ths Dollars (U.S. \$ 799,440.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2037.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Revocable Trust Rider          |   |
| <input type="checkbox"/> Other(s) [specify]    |   |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security

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Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the \_\_\_\_\_ County of SAN FRANCISCO \_\_\_\_\_;

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Assessor's Identification Number: LOT 015, BLOCK 5634  
 which currently has the address of 637 PERALTA AVE  
 [Street]

SAN FRANCISCO, California 94110 ("Property Address")  
 [City] [Zip Code]

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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment

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charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

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this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan,

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either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

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writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent

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Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender:

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the

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expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow

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anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, 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 the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder 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 all or any parcel of the Property 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.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the

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fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

*William H Bradley* (Seal)  
WILLIAM H BRADLEY (Borrower)  
[Printed Name]

\_\_\_\_\_  
(Seal)  
(Borrower)  
[Printed Name]

\_\_\_\_\_  
(Seal)  
(Borrower)  
[Printed Name]

\_\_\_\_\_  
(Seal)  
(Borrower)  
[Printed Name]

-----[Acknowledgment on Following Page]-----

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ACKNOWLEDGMENT

State of California

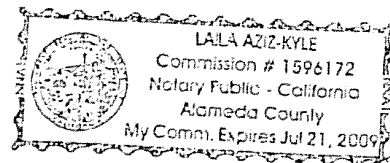
County of Alameda

On 7-2-07 before me, Lala Aziz-Kyle Notary Public (name and title of officer) personally appeared WILLIAM H BRADLEY

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.

Signature \_\_\_\_\_ (Seal)



REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of \_\_\_\_\_ County, State of California, in book \_\_\_\_\_, page \_\_\_\_\_ of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
(Trustee) Date \_\_\_\_\_

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# **EXHIBIT JJ**

Stewart Title of California

126815426  
Sept 4



Recording Requested By:  
INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT

[Company Name]

And When Recorded Mail To:

INDYMAC BANK, F.S.B., C/O DOCUMENT MAN  
[Name]

BLDG B, 901 E 104TH ST, SUITE 400/500

[Street Address]

KANSAS CITY, MO 64131

[City, State Zip Code]

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC- 2007-1415642-00

Acct 8-STEWART Title Company

Wednesday, JUL 11, 2007 08:00:00

Ttl Pd \$51.00

Nbr-0003265498

REEL J430 IMAGE 0151

08i/GG/1-15

E37433449-RR

[Space Above This Line For Recording Data]

WT 015, Block 5294  
697 Peralta Avenue

MIN: 100055401268154269

74

### DEED OF TRUST

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 2, 2007, together with all Riders to this document.

(B) "Borrower" is WILLIAM H BRADLEY AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

(D) "Trustee" is STEWART TITLE GURANTY CO.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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(F) "Note" means the promissory note signed by Borrower and dated July 2, 2007. The Note states that Borrower owes Lender seven hundred ninety nine thousand four hundred forty and NO/100ths Dollars (U.S. \$ 799,440.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2037.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Revocable Trust Rider          |   |
| <input type="checkbox"/> Other(s) [specify]    |   |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security

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Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the \_\_\_\_\_ County of SAN FRANCISCO :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Assessor's Identification Number: LOT 015, BLOCK 5634  
which currently has the address of 637 PERALTA AVE  
[Street]

SAN FRANCISCO , California 94110 ("Property Address"):  
[City] [Zip Code]

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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment

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charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

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this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan,

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either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

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writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent

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Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the

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expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow

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anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, 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 the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder 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 all or any parcel of the Property 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.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the

Loan No: 126815426

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument  
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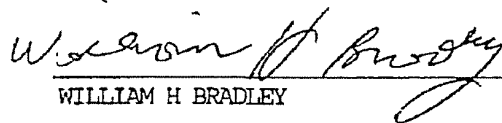
fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

  
\_\_\_\_\_  
WILLIAM H. BRADLEY (Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_  
(Seal)  
-Borrower  
[Printed Name]

\_\_\_\_\_ [Acknowledgment on Following Page] \_\_\_\_\_

Loan No: 126815426

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

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ACKNOWLEDGMENT

State of California

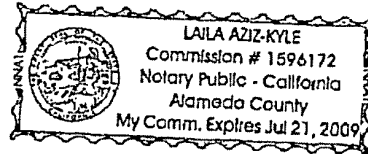
County of Alameda

On 7-2-07, before me, Laila Aziz-Kyle Notary Public [name and title of officer] personally appeared WILLIAM H BRADLEY

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.

Signature [Handwritten Signature] (Seal)



REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of \_\_\_\_\_ County, State of California, in book \_\_\_\_\_, page \_\_\_\_\_ of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
(Trustee) Date: \_\_\_\_\_

Loan No: 126815426

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

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37433449

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of San Francisco, City of San Francisco, described as follows:

Lots No. 1255 and 1257, as said Lots are delineated and so designated upon that certain Map entitled, "Gift Map No. 3", recorded December 31, 1861 in Liber 2 "A" and "B" of Maps, at Page 15, in the Office of the Recorder of the City and County of San Francisco, State of California.

Lot: 015 Block: 5634

End of Legal Description

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located. Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a Preliminary Change of Ownership Report, the Recorder may charge an additional recording fee of twenty dollars (\$20).

**NOTICE:** The property which you acquired may be subject to supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.

SELLER/TRANSFEROR Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-1 under the Pooling and Servicing Agreement dated July 1, 2007		ASSESSOR'S PARCEL NUMBER 33-5634-015-01	
BUYER/TRANSFeree Dolmen Property Group		BUYER'S DAYTIME TELEPHONE NUMBER 415-255-9024	
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY 637 Paralta Avenue, San Francisco, CA 94110			
MAIL PROPERTY TAX INFORMATION TO (NAME) Dolmen Property Group			
ADDRESS 263 Golden Gate Ave		CITY San Francisco	STATE ZIP CODE CA 94102
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.		MO	DAY YEAR

**PART 1. TRANSFER INFORMATION**

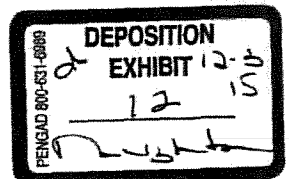
Please complete all statements.

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| YES                      | NO                                  |   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.)   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.)                               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | C. This is a transfer between: <input type="checkbox"/> parent(s) and child(ren) <input type="checkbox"/> grandparent(s) and grandchild(ren).   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | D. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? <input type="checkbox"/> YES <input type="checkbox"/> NO  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | E. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | F. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | G. The recorded document creates, terminates, or reconveys a lender's interest in the property.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | H. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | I. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | J. This is a transfer of property:  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of [ ] the transferor, and/or [ ] the transferor's spouse [ ] registered domestic partner.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. to/from an irrevocable trust for the benefit of the [ ] creator/grantor/trustor and/or [ ] grantor's/trustor's spouse [ ] grantor's/trustor's registered domestic partner.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. to/from an irrevocable trust from which the property reverts to the creator/grantor/trustor within 12 years.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | K. This property is subject to a lease with a remaining lease term of 35 years or more including written options.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | L. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | M. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | N. This transfer is to the first purchaser of a new building containing an active solar energy system.  |

\*If you checked YES to statements C, D, or E, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your previous tax base. If you checked YES to statement N, you may qualify for a property tax new construction exclusion. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms.

Please provide any other information that will help the Assessor understand the nature of the transfer.

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**







**Carroll, John (BOS)**

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**From:** Chung Hagen, Sheila (BOS)  
**Sent:** Monday, January 25, 2016 12:04 PM  
**To:** Carroll, John (BOS)  
**Cc:** BOS-Supervisors; BOS-Legislative Aides  
**Subject:** Continuance Request: 639 Peralta Board of Supervisors File No 141018

**Categories:** 141018

John –

I received the following correspondence from Mr. Weyand. Supervisor Campos will be requesting a continuance of the Tentative Map Appeal at 639 Peralta Ave. to May 24, 2016.

Sheila

.....  
Sheila Chung Hagen  
Legislative Aide  
Office of Supervisor David Campos  
415-554-5144 | [sheila.chung.hagen@sfgov.org](mailto:sheila.chung.hagen@sfgov.org)

---

**From:** Alex Weyand [<mailto:aweyand@wynlaw.com>]  
**Sent:** Monday, January 25, 2016 10:06 AM  
**To:** Chung Hagen, Sheila (BOS) <[sheila.chung.hagen@sfgov.org](mailto:sheila.chung.hagen@sfgov.org)>  
**Cc:** Monik Bonilla <[MBonilla@wynlaw.com](mailto:MBonilla@wynlaw.com)>  
**Subject:** RE: 639 Peralta Board of Supervisors File No 141018

Sheila,

Further to our call, our client, William Bradley, would request another continuance to tomorrow's hearing of the Board of Supervisors regarding his above-referenced appeal. This is because the parties were unable to settle at the mediation last November, which is not to say that they will not settle before the July 25, 2016 trial date. The mediator, a retired judge of the SF Superior Court, indicated that he believes that certain things likely need to happen first in the litigation and that thereafter an opportunity to settle may arise. For now, the best we can say is that we anticipate requesting the continuance of the hearing each month until at least May or June of this year. We would thus respectfully ask tomorrow's hearing be continued to a date no earlier than in February 2016.

Please let me know if you have any questions. Thank you.

And we will re-calendar any later request for continuance for no later than 10 days before the next hearing. My apologies for any inconvenience relative to this one.

Regards,

**Alex M. Weyand**  
Weyand Law Firm,  
A Professional Corporation

T: 415-536-2800 | F: 415-358-4461

[www.wynlaw.com](http://www.wynlaw.com)

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**Carroll, John (BOS)**

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**From:** Chung Hagen, Sheila (BOS)  
**Sent:** Monday, October 05, 2015 5:10 PM  
**To:** Carroll, John (BOS)  
**Subject:** FW: 639 Peralta Board of Supervisors File No 141018

**Categories:** 141018

**From:** Alex Weyand [mailto:aweyand@wynlaw.com]  
**Sent:** Monday, October 05, 2015 5:09 PM  
**To:** Chung Hagen, Sheila (BOS) <sheila.chung.hagen@sfgov.org>  
**Subject:** FW: 639 Peralta Board of Supervisors File No 141018

Here you go, Sheila. And thanks for updating that tomorrow's agenda item will be continued to a date in December 2015.

Regards,

**Alex M. Weyand**  
Weyand Law Firm,  
A Professional Corporation  
T: 415-536-2800 | F: 415-358-4461  
[www.wynlaw.com](http://www.wynlaw.com)

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**From:** Alex Weyand  
**Sent:** Monday, October 05, 2015 10:09 AM  
**To:** 'Smooke, Joseph (BOS)'  
**Cc:** 'Ronen, Hillary'  
**Subject:** RE: 639 Peralta Board of Supervisors File No 141018

Joe,

Our client, William Bradley, would request another continuance to tomorrow's hearing of the Board of Supervisors regarding his above-referenced appeal. This is because the Court continued the Case Management Conference again, this time to November 18, 2015. We would thus respectfully ask tomorrow's hearing be continued to a date in December 2015.

Please let me know if you have any questions.

Regards,

**Alex M. Weyand**  
Weyand Law Firm,  
A Professional Corporation  
Direct: 415-536-2856

[www.wynlaw.com](http://www.wynlaw.com)

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**From:** Smooke, Joseph (BOS) [<mailto:joseph.smooke@SFGOV1.onmicrosoft.com>]  
**Sent:** Saturday, July 18, 2015 7:19 AM  
**To:** Alex Weyand; Smooke, Joseph (BOS)  
**Cc:** Ronen, Hillary  
**Subject:** RE: 639 Peralta Board of Supervisors File No 141018

Good morning Alex

We will seek continuance of this item to October 6, 2015.

--joseph

**From:** Alex Weyand <[aweyand@wynlaw.com](mailto:aweyand@wynlaw.com)>  
**Date:** Fri Jul 17 2015 16:04:20 GMT-0700 (PDT)  
**To:** Smooke, Joseph (BOS) <[joseph.smooke@SFGOV1.onmicrosoft.com](mailto:joseph.smooke@SFGOV1.onmicrosoft.com)>  
**Cc:** Ronen, Hillary <[hillary.ronen@sfgov.org](mailto:hillary.ronen@sfgov.org)>  
**Subject:** RE: 639 Peralta Board of Supervisors File No 141018

Thank you Joseph. I would suggest the first date in October.

Regards,

**Alex M. Weyand**  
**Weyand Law Firm,**  
**A Professional Corporation**  
Direct: 415-536-2856, Cell: 415-902-9089  
Main: 415-536-2800  
[www.wynlaw.com](http://www.wynlaw.com)

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**From:** Smooke, Joseph (BOS) [<mailto:joseph.smooke@SFGOV1.onmicrosoft.com>]  
**Sent:** Friday, July 17, 2015 6:00 AM  
**To:** Alex Weyand; Smooke, Joseph (BOS)  
**Cc:** Ronen, Hillary  
**Subject:** RE: 639 Peralta Board of Supervisors File No 141018

Good morning Alex

Thanks so much for your response.

Sorry that this case is still unresolved.

The Board meeting just after your Case Conference would be September 22. Is this the date to which you'd like this item continued or would you like for us to continue to a Tuesday that is farther out from that date?

Please advise.

Best regards,

Joseph

**From:** Alex Weyand <[aweyand@wynlaw.com](mailto:aweyand@wynlaw.com)>  
**Date:** Thu Jul 16 2015 18:30:27 GMT-0700 (PDT)  
**To:** Smooke, Joseph (BOS) <[joseph.smooke@SFGOV1.onmicrosoft.com](mailto:joseph.smooke@SFGOV1.onmicrosoft.com)>  
**Cc:** Ronen, Hillary <[hillary.ronen@sfgov.org](mailto:hillary.ronen@sfgov.org)>  
**Subject:** RE: 639 Peralta Board of Supervisors File No 141018

Hi Joe,

My apologies for the delay. I have been going early morning to late at night on a client matter since Monday of this week and am catching up now.

The answer is that the matter has not been resolved. Instead, the Court again continued the Case Management Conference, this time to September 16, 2015. We would thus respectfully request the Appeal be continued until later in September or early October.

Regards,

Alex

**Alex M. Weyand**  
**Weyand Law Firm,**  
**A Professional Corporation**  
Direct: 415-536-2856  
Main: 415-536-2800  
[www.wynlaw.com](http://www.wynlaw.com)

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**From:** Smooke, Joseph (BOS) [<mailto:joseph.smooke@SFGOV1.onmicrosoft.com>]  
**Sent:** Tuesday, July 14, 2015 12:12 PM  
**To:** Alex Weyand  
**Cc:** Ronen, Hillary  
**Subject:** 639 Peralta Board of Supervisors File No 141018

Hi Alex

I am writing to check in about the Tentative Map Appeal on 639 Peralta that was continued from April 28 to July 28, 2015.

Has this item been resolved or will the Board of Supervisors be hearing this Tentative Map Appeal two weeks from today?

Please provide me with an update at your earliest convenience.

Thanks so much!

--joseph

Joseph Smooke  
Legislative Aide  
Supervisor David Campos, District 9  
415-554-5144

(BOS)

---

**From:** Caldeira, Rick (BOS)  
**Sent:** Monday, April 27, 2015 12:55 PM  
**To:** BOS Legislation, (BOS)  
**Subject:** FW: Tentative Map Appeal - 639 Peralta Avenue - Board of Supervisors File No. 141018  
**Attachments:** 15-0325 Order Cont CMC.PDF

**Categories:** 141018

For the official file.

---

**From:** Caldeira, Rick (BOS)  
**Sent:** Monday, April 27, 2015 12:35 PM  
**To:** 'Alex Weyand'  
**Cc:** Calvillo, Angela (BOS); BOS Legislation, (BOS)  
**Subject:** RE: Tentative Map Appeal - 639 Peralta Avenue - Board of Supervisors File No. 141018

Mr. Weyand,

Please be advised that your communication has been received and has been forwarded to the Board of Supervisors. Please be further advised that per Board action on 1/27/15, this matter has been duly agendized for consideration, and/or continuation, by the Board of Supervisors at tomorrow's Board meeting of 4/28/15. Regards,

**Rick Caldeira, MMC**  
**Legislative Deputy Director**  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102  
Phone: (415) 554-7711 | Fax: (415) 554-5163  
[rick.caldeira@sfgov.org](mailto:rick.caldeira@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

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---

**From:** Alex Weyand [<mailto:aweyand@wynlaw.com>]  
**Sent:** Monday, April 27, 2015 12:18 PM  
**To:** BOS Legislation, (BOS); Monik Bonilla; [pberlese@hbcondolaw.com](mailto:pberlese@hbcondolaw.com); [lou@geometrixsurvey.com](mailto:lou@geometrixsurvey.com); Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlina (CAT); Malamut, John (CAT); Nuru, Mohammed (DPW); Sanguinetti, Jerry (DPW); Sweiss, Fuad (DPW); BOS-Supervisors; BOS-Legislative Aides; Calvillo, Angela (BOS); Caldeira, Rick (BOS); [dmyers@wolkincurran.com](mailto:dmyers@wolkincurran.com); Smooke, Joseph (BOS)  
**Cc:** Lamug, Joy (BOS); Carroll, John (BOS); Rebecca Hoberg  
**Subject:** RE: Tentative Map Appeal - 639 Peralta Avenue - Board of Supervisors File No. 141018

Dear Mr. Carroll,

The above-referenced matter last came up for hearing before the Board on January 27, 2015. It was continued until tomorrow afternoon to our understanding based upon the expectation that by then the Court and parties would have completed a Case Management Conference, hence we would be in a position to inform the Board of important calendar settings in the underlying action, such as a trial date. At the time of the January 27 Board meeting, the Court's Case Management Conference was set for April 15, 2015.

Since the continuance of this matter by the Board, the Court on its own motion continued the April 15 Case Management Conference to June 3, 2015. A copy of that Order is attached for your convenience.

Given the Court's continuance of its Case Management Conference from April until June, we would respectfully request that for the same reasons as submitted at the last meeting the Board continue this matter. We propose the continued hearing be July 28, 2015.

Thank you for your time and attention to the above.

Respectfully,

**Alex M. Weyand**  
**Weyand Law Firm,**  
**A Professional Corporation**  
Direct: 415-536-2856  
Main: 415-536-2800  
[www.wynlaw.com](http://www.wynlaw.com)

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**From:** BOS Legislation (BOS) [<mailto:bos.legislation@sfgov.org>]  
**Sent:** Friday, December 12, 2014 2:56 PM  
**To:** Eric Shaw; Alex Weyand; Monik Bonilla; Daniela Howard; [pberlese@hbcondolaw.com](mailto:pberlese@hbcondolaw.com); [lou@geometrixsurvey.com](mailto:lou@geometrixsurvey.com); Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlena (CAT); Malamut, John (CAT); Nuru, Mohammed; Sanguinetti, Jerry; Sweiss, Fuad; BOS-Supervisors; BOS-Legislative Aides; Calvillo, Angela (BOS); Caldeira, Rick (BOS); [dmyers@wolkincurran.com](mailto:dmyers@wolkincurran.com)  
**Cc:** BOS Legislation (BOS); Lamug, Joy; Carroll, John (BOS)  
**Subject:** Tentative Map Appeal - 639 Peralta Avenue - Joint Request for Continuance

Good afternoon,

Please find linked below a joint request for continuance of the hearing for the 639 Peralta Avenue Tentative Map Appeal. This letter was submitted jointly by Alexander M. Weyand and David F. Meyers, representing the appellant and project sponsor, respectively, and received on December 12, 2014.

[Joint Appellant/Project Sponsor Letter - 12/12/2014](#)

**The appeal hearing for this matter is scheduled for a 3:00 p.m. special order before the Board December 16, 2014.**

**The linked letter requests continuance to January 27, 2015.**

You are invited to review the entire matter on our [Legislative Research Center](#) by following the link below.



Regards,

John Carroll  
Legislative Clerk  
Board of Supervisors  
San Francisco City Hall, Room 244  
San Francisco, CA 94102  
(415)554-4445 - Direct | (415)554-5184 - General | (415)554-5163 - Fax  
[john.carroll@sfgov.org](mailto:john.carroll@sfgov.org) | [board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)

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*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**  
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

WILLIAM H BRADLEY

PLAINTIFF (S)

VS.

DOLMEN PROPERTY GROUP LLC A  
DELAWARE LIMITED et al

DEFENDANT (S)

**Case Management Department 610  
Case Management Order**

**NO. CGC-14-541905**

**Order Continuing Case  
Management Conference**

TO: ALL COUNSEL AND SELF-REPRESENTED LITIGANTS

The Apr-15-2015 CASE MANAGEMENT CONFERENCE is canceled, and it is hereby ordered:

This case is set for a case management conference on Jun-03-2015 in Department 610 at 10:30 am.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than fifteen (15) days before the case management conference. However, it would facilitate the issuance of a case management order without an appearance at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

PLAINTIFF(S) must serve a copy of this notice on all parties not listed on the attached proof of service within five (5) days of the date of this order.

DATED: MAR-25-2015

JOHN K. STEWART

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE BY MAIL

I, the undersigned, certify that I am an employee of the Superior Court of California, County of San Francisco and not a party to the above-entitled cause and that on MAR-25-2015 I served the attached Order Continuing Case Management Conference by placing a copy thereof in an envelope addressed to all parties to this action as listed below. I then placed the envelope in the outgoing mail at 400 McAllister Street, San Francisco, CA 94102, on the date indicated above for collection, sealing of the envelope, attachment of required prepaid postage, and mailing on that date, following standard court practice.

Dated : MAR-25-2015

By: DARLENE LUM

ALEXANDER MICHAEL WEYAND (108147)  
WEYAND LAW FIRM A PROFESSIONAL CORPORATION  
2490 MARINER SQUARE LOOP  
SUITE 213  
ALAMEDA, CA 94501

NANCY JEAN JOHNSON (111615)  
BERLINER COHEN  
10 ALMADEN BLVD 11TH FL  
SAN JOSE, CA 95113

DAVID I GONDEN (154306)  
TROMBADORE GONDEN LAW GROUP, LLP  
654 SACRAMENTO ST, STE 300  
SAN FRANCISCO, CA 94111

DENAE HILDEBRAND BUDDE (166980)  
ALBORG MARTIN & BUDDE LLP  
2121 N. CALIFORNIA BOULEVARD  
SUITE 1010  
WALNUT CREEK, CA 94596

MARK D EPSTEIN (168221)  
WENDEL, ROSEN, BLACK & DEAN LLP  
1111 BROADWAY, 24TH FLOOR  
OAKLAND, CA 94607

DAVID F MEYERS (185102)  
WOLKIN CURRAN LLP  
555 MONTGOMERY STREET  
STE 1100  
SAN FRANCISCO, CA 94111

CHRISTOPHER J HOO (256166)  
RANDAL S MILLER & ASSOCIATES, PC  
43252 WOODWARD AVE, STE 180  
BLOOMFIELD HILLS, MI 48302

ALEXANDER MICHAEL WEYAND (108147)  
WEYAND LAW FIRM A PROFESSIONAL CORPORATION  
2490 MARINER SQUARE LOOP  
SUITE 213  
ALAMEDA, CA 94501

(BOS)

---

**From:** Board of Supervisors (BOS)  
**Sent:** Monday, January 26, 2015 1:45 PM  
**To:** BOS-Supervisors; Lamug, Joy; Carroll, John (BOS); Caldeira, Rick (BOS)  
**Subject:** File 141018 FW: Bradley v. Dolmen Property Group LLC, et al. ; File No. 141018  
**Attachments:** DOC176.pdf  
  
**Categories:** 141018

---

**From:** Monik Bonilla [<mailto:MBonilla@wynlaw.com>]  
**Sent:** Monday, January 26, 2015 1:28 PM  
**To:** Board of Supervisors (BOS)  
**Cc:** [dmyers@wolkincurran.com](mailto:dmyers@wolkincurran.com); Ronen, Hillary; Johnston, Conor (BOS)  
**Subject:** Bradley v. Dolmen Property Group LLC, et al. ; File No. 141018

Dear Clerk of the Board of Supervisors,  
Please find today's correspondence from Alexander M. Weyand, counsel for Appellant William Bradley regarding the upcoming hearing on January 27, 2015 in the above-referenced action.

Respectfully submitted,

Monik Bonilla  
Assistant to Alexander M. Weyand

Weyand Law Firm  
Professional Corporation  
531 Howard St., First Floor  
San Francisco, CA 94105  
Direct: 415-536-2800  
Fax: 415-536-2818  
[mbonilla@wynlaw.com](mailto:mbonilla@wynlaw.com)

**WEYAND LAW FIRM**  
A PROFESSIONAL CORPORATION

Email: [aweyand@wynlaw.com](mailto:aweyand@wynlaw.com)

January 26, 2015

**VIA E-MAIL & HAND DELIVERY**

Clerk of Board of Supervisors  
City Hall of San Francisco  
1 Dr. Carlton B. Goodlett Place, Rm. 244  
San Francisco, CA 94102  
[Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

Re: Your File No. 141018  
Appeal of DPW Decision to Approve Tentative Map - 639 Peralta Avenue  
Assessor's Block No.5634, Lot No. 014  
2 Units New Construction Condominium Project  
Appellant: William H. Bradley  
Respondent: Dolmen Property Group, LLC  
Current Hearing Date: January 27, 2015 at 3:00 p.m.

Dear Clerk of the Board of Supervisors:

By this letter, our client, appellant William Bradley, Ph. D, hereby respectfully requests that the Board of Supervisors either grant his appeal (and disapprove respondent's tentative map for the above-referenced property) or continue the hearing on this appeal until notified by the appellant and respondent that Mr. Bradley's pending Quiet Title lawsuit (*William Bradley v. Dolmen Property Group, LLC, et al.*, San Francisco Superior Court No. 14-541905) has resolved.

Appellant, William Bradley, Ph. D, now known as Oba T'Shaka, is a 75 year old Professor Emeritus at San Francisco State University where he taught for 38 years. He is a noted Civil Rights Movement activist scholar, author and organizer.  
<http://www.obatshaka.com/biography>

Ella Hill Hutch, the first African American women elected to the Board of Supervisors in the history of San Francisco, the Mother of the San Francisco Civil Rights Movement, influenced him to join the Movement.  
[https://wcmdemo7.sfsu.edu/sites/wcmdemo7.sfsu.edu.afrs/files/journals/Part2\\_SF%20Civil%20Rights%20Movement.pdf](https://wcmdemo7.sfsu.edu/sites/wcmdemo7.sfsu.edu.afrs/files/journals/Part2_SF%20Civil%20Rights%20Movement.pdf)

When our client was invited to be the keynote speaker by the San Francisco Public Library for the 2013 Black Literary Festival, he was presented as the person who "led the San Francisco Civil Rights Movement and addressed such issues as economic apartheid and job discrimination within San Francisco and as well as California as a whole."  
<http://sfpl.org/index.php?pg=1012911301>

Mr. Bradley appealed the Department of Public Work's decision to approve the tentative map for the above-referenced property on September 29, 2014 because he is the true owner of the 639 Peralta Avenue property, not respondent; respondent therefore has no right to seek a tentative map.

When his appeal originally came on for hearing on October 28, 2014, the Board of Supervisors after hearing argument from both counsel for appellant and respondent continued the hearing to December 16, 2014 at the request of Supervisor Campos. Thereafter, the parties jointly requested a continuance as they had agreed to proceed to mediation. The Board granted the continuance, setting the matter for Tuesday, January 26, 2015 as referenced above.

Unfortunately, despite agreeing to mediate, respondent Dolmen Property Group, LLC has failed to cooperate in the scheduling of the mediation and now appears unwilling to mediate. The parties are thus actively litigating their dispute. There is a hearing set on February 19, 2015 on non-dispositive motions by Dolmen and a Court Case Management Conference set for March 4, 2015 at which time Mr. Bradley, who is 75 years of age, will request that a preferential trial date be set for within 120 days.

Mr. Bradley's Quiet Title lawsuit seeks to extinguish respondent's claims to any right, title or interest in that property. To support his appeal, Mr. Bradley previously provided a copy of his complaint for the pending Quiet Title lawsuit, which sets forth his factual allegations. In summary:

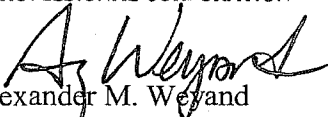
- Mr. Bradley's family owned the two properties at 637 and 639 Peralta since the 1940s;
- The property at 637 Peralta has long consisted of land with a structure upon it (a single family residence; Lot 15, Block 5634):
- Until recently, the 639 Peralta property was a vacant lot (Lot 14, Block 5634):
- In 2006, Mr. Bradley bought out his other family members' interest in 637 and 639 Peralta;
- In 2007, our client obtained a loan from IndyMac bank to be secured solely by "637 Peralta... Lot 15...Block 5364" as reflected by the loan documents;
- In 2010, during the "Great Recession," our client ultimately decided to let 637 Peralta go to foreclosure because the monthly rents no longer could support the mortgage payments;
- After deciding to let 637 Peralta go to foreclosure, the Notices of Default sent on behalf of the foreclosing lender only referenced that property;
- In March 2011, when the successor to IndyMac loan foreclosed upon 637 Peralta, the foreclosure trustee, at a minimum, erred by purporting to convey both 637 and 639 Peralta to the successor of IndyMac, Deutsche Bank National Trust Company, etc.;

- In October 2011 when IndyMac's successor, Deutsche Bank, sold the foreclosed property to Dolmen, its Grant Deed states on its face that it pertains only to convey "637 Peralta...AP# 5634-015";
- Although respondent has to date failed to produce its Deutsche Bank acquisition file despite formal request by our client in the lawsuit, what we have obtained from other parties to the litigation, third parties and public records indicates that Dolmen paid approximately \$362,000 for what the bank thought it was selling, 637 Peralta;
- Based upon 2011 market and valuation information obtained to date, it appears that respondent paid under market at the time for 637 Peralta;
- Consistent with Deutsche Bank believing it was only selling and conveying 637 Peralta to respondent, the records we have obtained in the lawsuit to date demonstrate Dolmen paid *nothing* for 639 Peralta;
- Respondent Dolmen (and its lender) appear to have discovered the title error relative to 639 Peralta at the time Dolmen was obtaining a construction loan to build on the site as respondent had to convey the property to itself by grant deed (SF Recorder DOC 2014-J874316-00) immediately before recording the construction loan deed of trust (SF Recorder DOC 2014-J874317-00) recorded (both on May 6, 2014; Copies attached to appellant's previously provided Complaint at Exhibits G & H); and,
- At all material times to this day, the City and County of San Francisco recognizes Mr. Bradley to be the true owner of 639 Peralta Avenue as demonstrated by the CCSF Property Tax statements previously provided and attached here as Exhibit 1, and Mr. Bradley has paid those taxes at all material times to the present.

In sum, based upon the facts that have come to light to date it appears that respondent is attempting to work a serious injustice—a "too good to be true, land grab"—upon appellant William Bradley, Ph.D, and that appellant's claims are meritorious. Accordingly, we respectfully request that the Board of Supervisors either deny respondent's tentative map outright or alternatively defer considering of this matter until Mr. Bradley's Quiet Title lawsuit can be duly resolved by the Court.

Respectfully submitted,

WEYAND LAW FIRM  
A PROFESSIONAL CORPORATION

by   
Alexander M. Weyand  
Attorneys for Appellant  
William H. Bradley

Clerk of Board of Supervisors  
January 26, 2014  
Page 4

Enc.

Cc: President of the Board, Hon. London Breed (c/o [Conor.Johnston@sfgov.org](mailto:Conor.Johnston@sfgov.org))  
District 9 Supervisor, Hon. David Campos (c/o [Hillary.Ronen@sfgov.org](mailto:Hillary.Ronen@sfgov.org))  
Client  
David Myers, Esq., respondent's counsel  
(E-Mail w/Enc.)



# **EXHIBIT 1**



**NOTIFICATION OF 2012-2013 ASSESSED VALUE**

July 18, 2012

BRADLEY WILLIAM H  
  
11015 MONAN ST  
OAKLAND, CA 94605

LtrA122397

**ANNUAL NOTICE ONLY  
THIS IS NOT A TAX BILL**

Dear San Francisco Property Owner:

I am writing to inform you of the assessed value for your property as of January 1, 2012. The assessed value is the basis for your 2012-2013 property tax bill that will be mailed to you by November 1, 2012. If you believe the current market value is less than the factored base year value, you may file a formal assessment appeal with the Assessment Appeals Board from July 2, 2012 through September 17, 2012 (see reverse side for additional information).

Attached are Frequently Asked Questions. If you have further questions, please contact us through the City & County of San Francisco's one-stop 3-1-1 Customer Service Center by dialing 3-1-1 (within San Francisco's 415 area code) or calling 415-701-2311 (outside San Francisco). Please visit our website at [www.sfassessor.org](http://www.sfassessor.org) for additional information.

639V PERALTA AVE	
BLOCK 1101	
5634 014	
Assessed Value	\$ 25,660
Proposed Value	\$ 25,660
Exemption	0
Net Assessed Value	\$ 25,660

**Homeowner's Exemption Notice**  
If you own and occupy this property as your primary residence, you may be eligible for a homeowner's exemption. You are allowed only one homeowner's exemption in the state of California. If you are eligible and do not see an exemption amount listed in the exemption box to the left, please complete and file a Homeowner's Exemption Claim with our office. The Homeowner's Exemption Claim Form can be downloaded from our website at [www.sfassessor.org](http://www.sfassessor.org).

For last year's Assessed Value, go to: [www.sftreasurer.org](http://www.sftreasurer.org)

Your assessed value may have changed from the previous year due to the following reasons:

1. Inflationary increase of up to 2% allowed under Proposition 13.
2. Change in ownership of your entire property or portion of property.
3. New construction, including remodeling, addition, etc.
4. Restoration of factored base year value from prior year temporary reductions due to economic conditions, fire damage, or other calamity.

Sincerely,

Phil Ting  
Assessor-Recorder

**NOTE:** The assessed value shown may reflect an assessment that is not up to date. Please pay the regular property tax bills as issued and at a later date you will be sent a supplemental tax bill(s) for the difference. The assessed value is determined as of January 1, 2012. The 2012-2013 net assessed value shown above will be the basis of your 2012-2013 property tax bill. The Proposition 13 factored base year value shown above reflects your original assessment, plus adjustments for inflation, with annual increases limited to not more than 2%.

CARMEN CHU  
ASSESSOR-RECORDER



SAN FRANCISCO  
OFFICE OF THE ASSESSOR-RECORDER

**NOTIFICATION OF 2014-2015 ASSESSED VALUE**

July 8, 2014

LRAE125372

**THIS IS NOT A TAX BILL  
ANNUAL NOTICE ONLY**

BRADLEY WILLIAM H

11015 MONAN ST  
OAKLAND, CA 94605

Dear San Francisco Property Owner:

I am writing to inform you of the assessed value for your property as of January 1, 2014. The net assessed value is the basis for your 2014-2015 property tax bill that will be mailed to you before November 1.

<b>PROPERTY LOCATION</b>
639V PERALTA AVE
<b>BLOCK and LOT</b>
5634 014

**Homeowner's Exemption Notice**

If you own and occupy this property as your primary residence, you may be eligible for a homeowner's exemption. You are allowed only one homeowner's exemption in the state of California. If you are eligible and do not see an exemption amount listed in the exemption box to the left, please submit a completed Homeowner's Exemption Claim Form (available for download at [www.sfassessor.org](http://www.sfassessor.org)).

2014-2015 Assessed Base Year Value (Proposition 13)	\$ 26,291.00
2014-2015 Intangible Value	\$ 0.00
2014-2015 Personal Property/Fixtures	\$ 0.00
2014-2015 Exemption	\$ 0.00
<b>2014-2015 Net Assessed Value</b>	<b>\$ 26,291.00</b>

Your assessed value may have changed from the previous year due to the following reasons:

1. Inflationary increase of up to 2% allowed under Proposition 13.
2. Change in ownership of your entire property or portion of property.
3. New construction, including remodeling, addition, etc.
4. Restoration of factored base year value from prior year temporary reductions due to economic conditions, fire damage, or other calamity.

If you believe the current market value is less than the 2014-2015 Taxable Value shown above, you may file a formal appeal with the Assessment Appeals Board beginning July 2, 2014 through September 15, 2014 (see reverse side).

Attached are Frequently Asked Questions and a Fact Sheet. If you have further questions, please contact us through the City & County of San Francisco's one-stop 311 Customer Service Center by dialing 3-1-1 (within San Francisco's 415 area code) or by calling 415-701-2311 (outside San Francisco). Additional information can be found on our website at [www.sfassessor.org](http://www.sfassessor.org).

Sincerely,

Carmen Chu  
Assessor-Recorder

City Hall Office: 1 Dr. Carlton B. Goodlett Place  
Room 190, San Francisco, CA 94102-4698  
[www.sfassessor.org](http://www.sfassessor.org) | [assessor@sfocof.org](mailto:assessor@sfocof.org)



City & County of San Francisco  
 José Cisneros, Treasurer  
 David Augustine, Tax Collector  
 Secured Property Tax Bill

1 Dr. Carlton B. Goodlett Place  
 City Hall, Room 140  
 San Francisco, CA 94102  
 www.sftreasurer.org

For Fiscal Year July 1, 2013 through June 30, 2014

Vol	Block	Lot	Account Number	Tax Rate	Statement Date	Property Location
33	5634	014	563400140	1.1880%	10/02/2013	639V PERALTA AV

Assessed on January 1, 2013

To: BRADLEY WILLIAM H

**BRADLEY WILLIAM H**  
**11015 MONAN ST**  
**OAKLAND CA 94605-5553**

Assessed Value		
Description	Full Value	Tax Amount
Land	26,173	310.93
Structure		
Fixtures		
Personal Property		
Gross Taxable Value	26,173	310.93
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>26,173</b>	<b>\$310.93</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
89	SFUSD FACILITY DIST	(415) 355-2203	33.96
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
98	SF - TEACHER SUPPORT	(415) 355-2203	219.64
<b>Total Direct Charges and Special Assessments</b>			<b>\$332.60</b>

<b>► TOTAL DUE</b>		<b>\$643.52</b>
1st Installment	2nd Installment	
\$321.76	\$321.76	
Due: November 1, 2013	Due: February 1, 2014	
Delinquent after Dec 10, 2013	Delinquent after April 10, 2014	

188964

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
Secured Property Tax Bill  
For Fiscal Year July 1, 2014 through June 30, 2015

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
San Francisco, CA 94102

Vol	Block	Lot	Account Number	Tax Rate	Statement Date	Property Location
33	5634	014	563400140	1.1743%	09/26/2014	639V PERALTA AV

Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Delinquent after December 10, 2014

Detach stub and return with your payment.  
Write your block and lot on your check.  
If property has been sold, please forward bill to new owner.

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

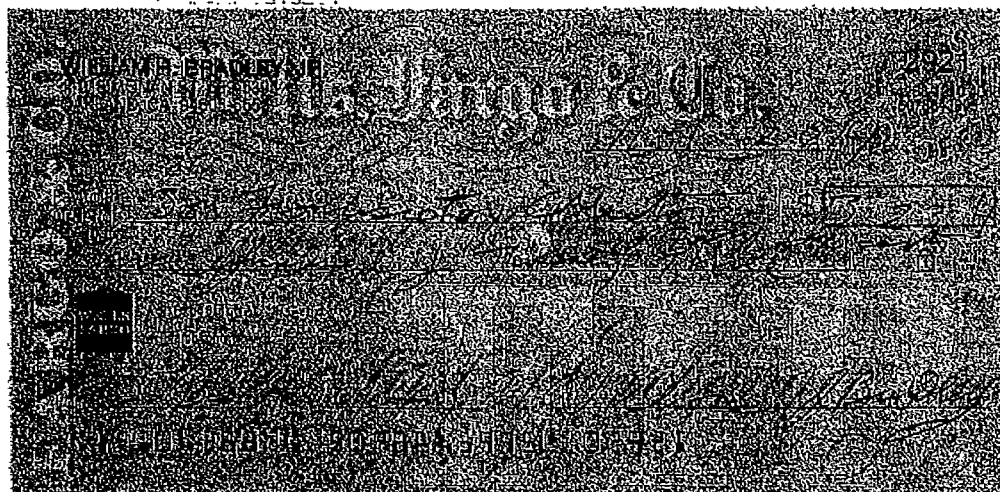
**SECURED**

**1**

**1st Installment Due**  
**\$323.46**

If paid or postmarked after December 10, 2014  
the amount due (includes delinquent penalty of  
10%) is: **\$355.80**

3356340001400 158056 000032346 000003234 0000 1003



File 141018  
BOS 10, COB,  
Leg Clerk, Leg Dep  
CPag

**WEYAND LAW FIRM**  
A PROFESSIONAL CORPORATION

aweyand@wynlaw.com

December 12, 2014

VIA HAND DELIVERY & EMAIL

Clerk of Board of Supervisors  
City Hall of San Francisco  
1 Dr. Carlton B. Goodlett Place, Rm. 244  
San Francisco, CA 94102  
[Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

Re: JOINT REQUEST FOR CONTINUENCE OF HEARING OF APPEAL  
Tentative Parcel Map Application/639 Peralta Avenue (Bk 5634, Lot 014)  
File #14018, October 28, 2014, 2:00 p.m. Meeting  
Current Hearing Date: December 16, 2014, 3:00 pm  
Proposed New Date: January 27, 2015

Dear Clerk of the Board of Supervisors:

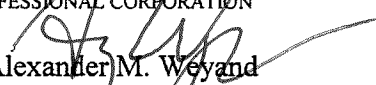
This regards the above-referenced December 16, 2014 hearing on the Appeal by Appellant William Bradley of the Condominium Subdivision Application by Respondent Dolmen Property Group, LLC. We are copying Supervisor Campos as we understand that the above-referenced property is in his district.

Appellant William Bradley and Respondent Dolmen Property Group, LLC hereby jointly and respectfully request that the Board of Supervisors continue the December 16, 2014 hearing on the above-referenced appeal to its regularly scheduled meeting on January 27, 2015. The reason for this request is that the requesting parties are proceeding to mediation with a retired judge of the San Francisco Superior Court and need to the time to advance settlement efforts that may result in the withdrawal of the appeal.


RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2014 DEC 12 PM 2:27

Respectfully,

WEYAND LAW FIRM  
A PROFESSIONAL CORPORATION

By   
Alexander M. Weyand  
Attorneys for Appellant William Bradley

WOLKIN, CURRAN, LLP

By   
David F. Myers  
Attorneys for Respondent Dolmen Property Group, LLC

CC: Hon. David Campos, Rm. 244  
([David.Campos@sfgov.org](mailto:David.Campos@sfgov.org))



City & County of San Francisco  
 José Cisneros, Treasurer  
 David Augustine, Tax Collector  
 Secured Property Tax Bill

1 Dr. Carlton B. Goodlett Place  
 City Hall, Room 140  
 San Francisco, CA 94102  
 www.sftreasurer.org

For Fiscal Year July 1, 2014 through June 30, 2015

Vol 33	Block 5634	Lot 014	Account Number 563400140	Tax Rate 1.1743%	Statement Date 09/26/2014	Property Location 639V PERALTA AV
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Assessed on January 1, 2014  
 To: BRADLEY WILLIAM H

**BRADLEY WILLIAM H**  
**11015 MONAN ST**  
**OAKLAND CA 94605-5553**

Assessed Value		
Description	Full Value	Tax Amount
Land	26,291	308.73
Structure		
Fixtures		
Personal Property		
Gross Taxable Value	26,291	308.73
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>26,291</b>	<b>\$308.73</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
89	SFUSD FACILITY DIST	(415) 355-2203	34.64
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
98	SF - TEACHER SUPPORT	(415) 355-2203	224.56
<b>Total Direct Charges and Special Assessments</b>			<b>\$338.20</b>

<b>► TOTAL DUE</b>		<b>\$646.92</b>
1st Installment	2nd Installment	
\$323.46	\$323.46	
Due: November 1, 2014	Due: February 1, 2015	
Delinquent after Dec 10, 2014	Delinquent after April 10, 2015	

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
 Secured Property Tax Bill  
 For Fiscal Year July 1, 2014 through June 30, 2015

1 Dr. Carlton B. Goodlett Place  
 City Hall, Room 140  
 San Francisco, CA 94102

Vol 33	Block 5634	Lot 014	Account Number 563400140	Tax Rate 1.1743%	Statement Date 09/26/2014	Property Location 639V PERALTA AV
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Check if contribution to Arts Fund is enclosed.  
 For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Detach stub and return with your payment.  
 Write your block and lot on your check.  
 2nd Installment cannot be accepted unless 1st is paid

San Francisco Tax Collector  
 Secured Property Tax  
 P.O. Box 7426  
 San Francisco, CA 94120-7426

Delinquent after April 10, 2015

<b>► 2nd Installment Due</b>
<b>\$323.46</b>

If paid or postmarked after April 10, 2015  
 the amount due (includes delinquent penalty of  
 10% and \$45.00 cost) is: \$400.80

**SECURED 2**

3356340001400 158056 000032346 000003234 4500 2003





City & County of San Francisco  
 Secured Property Tax Bill  
 For Fiscal Year July 1, 2014 through June 30, 2015

1 Dr. Carlton B. Goodlett Pla  
 City Hall, Room 1  
 San Francisco, CA 941

Vol 33	Block 5634	Lot 014	Account Number 563400140	Tax Rate 1.1743%	Statement Date 09/26/2014	Property Location 639V PERALTA AV
-----------	---------------	------------	-----------------------------	---------------------	------------------------------	--------------------------------------

Check if contribution to Arts Fund is enclosed.  
 For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Delinquent after December 10, 2014

Detach stub and return with your payment.  
 Write your block and lot on your check.  
 If property has been sold, please forward bill to new owner.

San Francisco Tax Collector  
 Secured Property Tax  
 P.O. Box 7426  
 San Francisco, CA 94120-7426

SECURED

1

**1st Installment Due**  
**\$323.46**

If paid or postmarked after December 10, 2014  
 the amount due (includes delinquent penalty  
 10%) is: \$355.8

3356340001400 158056 000032346 000003234 0000 1003



# Tax Status Report

September 27, 2014 04:18:34 PM

## Subject Property

APN: **5634-014**  
Legal: **ACRES: 0.0402**  
Situs: **639 Peralta Ave V**  
Mail: **639 Peralta Ave V, San Francisco CA 94110-**  
Owner: **Bradley William H**

## Tax Authority - San Francisco County

Agency ID:	<b>040380000</b>	Last Update:	<b>06/27/2014</b>
Address:	<b>1 Carlton B. Goodlett Pl. Room 140</b>	Tax ID:	<b>5634 014</b>
	<b>San Francisco, CA 94102</b>	Type:	<b>County</b>
Website:	<b><a href="http://www.ci.sf.ca.us/">http://www.ci.sf.ca.us/</a></b>		
Status:	<b>Paid</b>	Taxes	<b>1st 2nd</b>
Assessed Value:	<b>\$26,173.00</b>	Due Date(s):	<b>12/10 04/10</b>
		Tax Installment:	<b>\$321.76 \$321.76</b>



Edwin M. Lee  
Mayor

Mohammed Nuru  
Director

Jerry Sanguinetti  
Bureau of Street Use & Mapping  
Manager

Bruce R. Storrs P.L.S.  
City and County Surveyor

Bureau of Street Use & Mapping  
1155 Market St., 3rd floor  
San Francisco, CA 94103  
tel (415) 554-5827  
Subdivision.Mapping@sfdpw.org

sfpublicworks.org  
facebook.com/sfpublicworks  
twitter.com/sfpublicworks

Date: October 27, 2014

Briefing from:  
Bruce Storrs,  
City and County Surveyor

**RE: ITEM No. 20 – Tentative Map – 639 Peralta Ave.**  
**BOS Meeting Agenda Tuesday, October 28, 2014**

Project ID:	8341		
Project Type:	2 New Construction		
Address #	Street Name	Block	Lot(s)
639	Peralta Ave	5634	014

Members of the Board,

This project is a 2 unit condominium New Construction, not a conversion. Below is a summation from our subdivision tracking system (Attachment 1):

- 8/8/2014 - DPW/BSM received the application
- 8/8/2014 - Referred to City Agencies
- 9/18/2014 – Approved by Department of City Planning
- 9/29/2014 – Received a Notice of Appeal on behalf of William Bradley stating that the applicant for the above subdivision (Dolmen Property Group) is not the owner of the parcel in question, William Bradley is the owner.

We have in our file which I will bring to tomorrow’s meeting, the following:

- Deed dated 3/25/2011 from Deutsche Bank National Trust Company to Dolmen Property Group (Attachment 2) for Lots 1255 and 1257 of “Gift Map No. 3” (Map recorded December 31, 1861) (Attachment 3)
- Deed dated 11/16/2012 from Dolmen Property Group to Douglas and Larissa Klernan for Lot 1255 of (“Gift Map No. 3) this effectively leaves only Lot 1257 in ownership by Dolmen Property Group (Attachment 4)
- Subdivision application dated 8/8/2014 with Dolmen Property Group as the applicant (Attachment 5)
- Preliminary Title Report from First American Title Company (Order Number 3811-3983775) dated May 7, 2014 (attached). This preliminary Title Report lists the property to be owned in fee by the Dolmen Property Group (Attachment 6)

At this point, DPW/BSM has no information to indicate that this property is owned by anyone other than Dolmen Property.

Bruce Storrs  
City and County Surveyor

[back to list](#)      [Show Map](#)

<a href="#">generate letters for this project</a> <a href="#">generate mylar request letter</a>		<input type="checkbox"/> Notify DBI <input type="checkbox"/> Notify SFRA	<b>project id: 8341</b>
Project Name:	<b>5634 / 014 (2NC)</b>	DPW Checker:	<b>Robert Hanley</b>
Project Type:	<b>2 New Construction</b>	Check Rec'd	<b>\$9,180.00</b>
Survey Company: <b>GEOMETRIX</b>	BOS District: <b>09</b>	ECP Check Rec'd	<b>\$0.00</b>

Block #	Lot #	Address #	Street Name
5634	014	639-639	PERALTA AVE

Current Stage: **Proposed Final Review**      Current Phase: **Checkprint**      Current Status: **Pending Applicant**

**Invoice**

Invoice # 125816  
New Cost: 9180

Void Invoice Reason

[Create Invoice](#)  
[Void Invoice](#)  
[Print Invoice](#)

**ECP Invoice**

ECP Invoice # 0  
New Cost: 0

Void ECP Invoice Reason

[Cl](#)  
[Ed](#)  
[Ir](#)  
[Vi](#)  
[Ec](#)  
[Ir](#)  
[Pr](#)  
[Ec](#)  
[Ir](#)

Date Rec'd	Date to DCP	Date Rec'd from DCP	Date DPW Tent. Approval	Date Mylars Rec'd	Date Recorded
8/8/2014 8:50:55 AM	8/8/2014 4:43:44 PM	9/17/2014 11:42:59 AM	9/18/2014 2:08:12 PM		

Activity	Date Stamp	Comments	Status
Application Logged	8/8/2014 8:50:55 AM	Received application fee \$8930 (check #1852) and \$250 (check #1853). cc	Pending Completeness Review
Application Assigned	8/8/2014 8:50:55 AM	Robert Hanley	Pending Completeness Review
Comment	8/8/2014 8:50:58 AM	PID 8341	Pending Completeness Review

Application Deemed Submittable	8/8/2014 4:43:29 PM	tn	Pending Checker Review
Project Funds Received	8/8/2014 4:43:35 PM	tn	Pending Senior Review
Circulated to City Agencies	8/8/2014 4:43:44 PM	tn	Pending City Agencies
Sent to DCP	8/8/2014 4:43:46 PM	tn	Pending City Agencies
Approved by DCP	9/17/2014 11:42:59 AM	JB	Pending Checker Review
Senior Tentative Map Approval Granted	9/18/2014 2:08:12 PM	JB	Pending Senior Review
Notice to Neighborhood Sent CC 5-6 units & all NC	9/18/2014 2:08:28 PM	JB	Pending Applicant
Comment	9/30/2014 12:19:50 PM	Received copy of appeal letter, dated 9/29/2014 from BOS. cc	Pending Applicant
Comment	10/17/2014 10:55:03 AM	Received copy of appeal letter, dated 9/29/2014 from BOS with \$298 appeal fee (check# 7084). sa	Pending Applicant

16

LSI Title Company (CA)

RECORDING REQUESTED BY:  
LSI Title Company (CA)  
MAIL TO:  
AND WHEN RECORDED MAIL TO:

Dolmen Property Group  
263 Golden Gate Ave.  
San Francisco, CA 94102



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC- 2011-J293771-00

Check Number 781/273  
Friday, OCT 28, 2011 12:48:51  
Ttl Pd \$2,488.60 Rcpt # 0004270542  
REEL K512 IMAGE 0382  
ota/MA/1-2

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 110169390 Escrow No.: 094530-MC

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX is \$2,461.60 ✓  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale.  
 Unincorporated area  City of San Francisco AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-I under the Pooling and Servicing Agreement dated July 1, 2007

hereby GRANT(s) to:  
**Dolmen Property Group, LLC**

the real property in the City of San Francisco, County of San Francisco, State of California, described as:  
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF  
Also Known as: 637 Peralta Avenue, San Francisco, CA 94110  
AP#: 5634-015

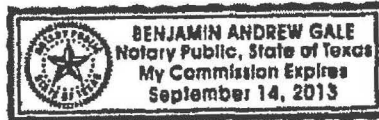
DATED October 10, 2011  
STATE OF TEXAS  
COUNTY OF TRAVIS  
On OCT 12 2011  
before me, Benjamin Andrew Gale  
A Notary Public in and for said State personally appeared Jeanne Cisneros AVP/REO

Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-I under the Pooling and Servicing Agreement dated July 1, 2007

By: Jeanne Cisneros  
Jeanne Cisneros AVP/REO

who 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.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature [Signature] (Seal)  
MAIL TAX STATEMENTS TO PARTY SHOWN BELOW, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:



**PRELIMINARY REPORT - CALIFORNIA  
LEGAL DESCRIPTION**

**EXHIBIT "ONE"**

→ LOTS NO. 1255 AND 1257, AS SAID LOTS ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS, AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

COPY OF A PORTION OF  
 GIFT MAP NO. 3  
 RECORDED DECEMBER 31, 1961

AVENUE

MAYFLOWER ST.

1097	1098
1100	1101
1102	1103
1104	1105
1106	1107
1108	1109
1110	1111
1112	1113

1142	1143
1145	1146
1147	1148
1149	1150
1151	1152
1153	1154
1155	1156
1157	1158
1159	1160

1189	1190
1192	1193
1194	1195
1196	1197
1198	1199
1200	1201
1202	1203
1204	1205
1206	1207
1208	1209

1238	1239
1241	1242
1243	1244
1245	1246
1247	1248
1249	1250
1251	1252
1253	1254
1255	1256
1257	1258
1259	1260

1289	1291
1290	1292
1294	1293
1295	1294
1298	1299
1301	1301
1303	1303
1305	1305
1307	1307
1309	1309
1311	1311
1313	1313
1315	1315
1317	1317

1114	1115
1116	1117
1118	1119
1120	1121
1122	1123
1124	1125
1126	1127
1128	1129
1130	1131
1132	1133

1161	1162
1163	1164
1165	1166
1167	1168
1169	1170
1171	1172
1173	1174
1175	1176
1177	1178

1210	1211
1212	1213
1214	1215
1216	1217
1218	1219
1220	1221
1222	1223
1224	

1261	1262
1263	1264
1265	1266
1267	1268
1269	1270
1271	1272
1273	

1318	1319
1320	1321
1322	1323
1324	1325
1326	1327

CALIFORNIA



**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 12-36515229-CR  
Locate No.: CACTI7738-7738-2365-0036515229  
Title No.: 12-36515229-RM

**When Recorded Mail Document  
and Tax Statement To:**

Douglas Kiernan & Larissa Kiernan  
637 Peralta Ave.  
San Francisco, CA 94110



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2012-J544456-00**

Acct 1-CHICAGO Title Company  
Friday, NOV 16, 2012 08:00:00  
Ttl Pd \$5,467.00 Rcpt # 0004553424  
**REEL K775 IMAGE 0173**  
of a/AB/1-2

\*

APN: Block 5634, Lot 015

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**GRANT DEED**

**The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$5,440.00**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of San Francisco,

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Dolmen Property Group, LLC, a Delaware Limited Liability Company

**hereby GRANT(S) to** Douglas S. Kiernan and Larissa V. Kiernan, husband and wife as community property with right of survivorship

**the following described real property in the City of San Francisco, County of San Francisco, State of California:**  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: November 14, 2012

State of California  
County of San Francisco


On November 14, 2012 before me,  
~~Lisa K. Martin~~ PATRICIA H. LIM, Notary Public  
(here insert name and title of the officer), personally appeared  
Seamus Naughten,

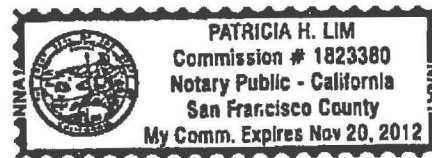
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Patricia H. Lim* (Seal)

  
Seamus Naughten, authorized signer and attorney  
in fact for Thomas Hunt, Manager of Dolmen  
Property Group, LLC



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 12/07)  
(grant) (10-03) (Rev. 07-11)

GRANT DEED



**Escrow No.:** 12-36515229-CR  
**Locate No.:** CACTI7738-7738-2365-0036515229  
**Title No.:** 12-36515229-RM

## **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 1255 as said lot is delineated and designated upon that certain Map entitled "Gift Map No. 3", recorded December 31, 1861 in Liber 2 "A" and "B" of Maps at Page 15, in the Office of the County Recorder of said County.

APN: Block 5634, Lot 015

33

**RECORDING REQUESTED BY:**

Fidelity National Title Company  
Escrow No.: 10-947169-HS  
Locate No.: CAFNT0938-0938-0006-0000947169  
Title No.: 10-947169-KD

**When Recorded Mail Document  
and Tax Statement To:**

Mr. Elliott Petricka  
645 Peralta Avenue  
San Francisco, CA 94110

645 PERALTA AVENUE

APN: Lot 13, Block 5634



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder

**DOC- 2010-J063873-00**

Rec'd 11-FIDELITY NATIONAL Title Company

Wednesday, OCT 13, 2010 08:00:00

Ttl Pd \$6,085.00

Rept # 0004010798

**REEL K248 IMAGE 0125**

ota/ER/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$5,984.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **San Francisco**,

2/3

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** David Blum and Carmen Spinella, husband and wife as joint tenants

**hereby GRANT(S) to** Elliott Petricka, an unmarried man

**the following described real property in the City of San Francisco, County of San Francisco, State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: October 11, 2010

State of California  
County of San Francisco

[Signature]  
David Blum

On October 11, 2010 before me,  
Heather Dale Shiffer, Notary Public  
(here insert name and title of the officer), personally appeared

[Signature]  
Carmen Spinella

David Blum  
Carmen Spinella

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

Escrow No.: 10-947169-HS  
Locate No.: CAFNT0938-0938-0006-0000947169  
Title No.: 10-947169-KD

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 1259, as shown and delineated on map entitled, "Gift Map No. 3", filed December 31, 1861 and recorded in Book 2 "A" and "B" of Maps, at Page 15, in the office of the Recorder of the City and County of San Francisco, State of California.

APN: Lot 13, Block 5634

(Required for all New Construction Condominium Applications)

**D. APPLICATION**

Property Address: 639 Peralta Avenue

Assessor's Block: 5634 Lot Number(s): 14

For DPW-BSM use only  
ID No.: 8341

Owner:			
Name:	Dolmen Property Group, LLC c/o Herzig & Berlese		
Address:	414 Gough Street, Suite 5, San Francisco, CA 94102		
Phone:	415-861-8800	E-mail:	pberlese@hbcondolaw.com
Person to be contacted concerning this project (if different from owner)			
Name:	Margaret J. Berlese		
Address:	414 Gough Street, Suite 5, San Francisco, CA 94102		
Phone:	415-861-8800	E-mail:	pberlese@hbcondolaw.com
Firm or agent preparing the subdivision map:			
Name:	Geometrix Land Surveying Engineering Inc.		
Address:	5436 California Street, San Francisco, CA 94118		
Phone:	(415) 422-0527	E-mail:	lou@geometrixsurvey.com
Subdivider: (if different from owner)			
Name:			
Address:			

Number of Units in Project: 2

This subdivision creates an airspace:  No  Yes (shown on Tentative Map)  
 This subdivision creates an addition to an existing building  No  Yes (shown on Tentative Map)

Check only one of the following options:

	Indicate project type
Residential Only	<input checked="" type="checkbox"/>
Mixed-Use	<input type="checkbox"/> If checked, Number of residential unit(s): <u>    </u> Number of commercial unit(s): <u>    </u>

RECEIVED  
17 AUG - 8 AM 8: 29

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

I (We) Dolmen Property Group, LLC  
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 7/2/14 Signed: Seamus Naughten  
Seamus Naughten, Manager

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Updated



*First American Title*

## First American Title Company

One Embarcadero Center, Suite #250  
San Francisco, CA 94111-3632

Wesley Burke  
Dolmen Property Group, LLC  
1452 Broadway  
San Francisco, CA 94109

Customer Reference:  
Order Number: 3811-3983775 (DL)

Title Officer: Douglas Lagomarsino  
Phone: (415)796-6122  
Fax No.: (866)420-3241  
E-Mail: dlagomarsino@firstam.com  
Property: 639 Peralta Avenue  
San Francisco, CA 94110

RECEIVED  
12 AUG -8 AM 8:30

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 07, 2014 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

~~DOLMEN PROPERTY GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY~~

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2014-2015, a lien not yet due or payable.
2. Intentionally Deleted
3. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

Community Facilities District SF UNIFIED SCHOOL DISTRICT CFD.

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. A document entitled "NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE" recorded SEPTEMBER 05, 2013 as INSTRUMENT NO. 2013-J752466-00, BOOK/REEL K975, PAGE/IMAGE 0593 of Official Records.

6. A Deed of Trust to secure an original indebtedness of \$800,000.00 recorded May 06, 2014 as INSTRUMENT NO. 2014-J874317-00 of Official Records.  
Dated: April 28, 2014  
Trustor: DOLMEN PROPERTY GROUP, LLC (A DELAWARE LIMITED LIABILITY COMPANY)  
Trustee: FIRST AMERICAN TITLE COMPANY  
Beneficiary: ALTAPACIFIC BANK

The above deed of trust states that it is a construction deed of trust.

The terms and provisions contained in the document entitled "HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT" recorded May 06, 2014 as INSTRUMENT NO. 2014-J874318-00 of Official Records.

7. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a document recorded May 06, 2014 as INSTRUMENT NO. 2014-J874317-00 of Official Records.
8. A financing statement recorded May 06, 2014 as INSTRUMENT NO. 2014-J874319-00 of Official Records.

Debtor: DOLMEN PROPERTY GROUP, LLC (A DELAWARE LIMITED LIABILITY COMPANY)  
Secured party: ALTAPACIFIC BANK

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:	\$321.76, PAID
Penalty:	\$0.00
Second Installment:	\$321.76, PAID
Penalty:	\$0.00
Tax Rate Area:	01-000
A. P. No.:	LOT: 014 BLOCK: 5634

2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded May 06, 2014 as INSTRUMENT NO. 2014-J874316-00 of Official Records.  
From: DOLMEN PROPERTY GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO ACQUIRED TITLE AS DOLMEN PROPERTY GROUP, LLC  
To: DOLMEN PROPERTY GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY

3. It appears that a work of improvement is in progress or recently completed on the land. The Company will require various documents and information, including but not limited to a completed mechanics' lien risk analysis, construction contract(s), lien waivers, loan agreement, disbursement information, executed indemnity agreement and current financial information from proposed indemnitors, in order to determine whether mechanics' lien insurance can be issued. Other requirements may be made following the review of such documents and information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



**LEGAL DESCRIPTION**

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

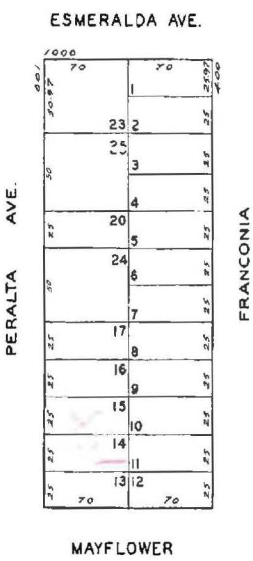
LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

APN: LOT: 014 BLOCK: 5634

© COPYRIGHT SAN FRANCISCO  
CITY & COUNTY ASSESSOR 1985

5634

GIFT MAP 3 LOTS 1238 & 1260  
REVISED '60



**NOTICE**

First American Title  
764

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

**EXHIBIT A  
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990  
SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance

- resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
  3. Defects, liens, encumbrances, adverse claims, or other matters:
    - (a) created, suffered, assumed or agreed to by the insured claimant;
    - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
    - (c) resulting in no loss or damage to the insured claimant;
    - (d) attaching or created subsequent to Date of Policy; or
    - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
  4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
    - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
    - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      - (a) to timely record the instrument of transfer; or
      - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL  
TITLE INSURANCE POLICY - 1987  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - \* a notice of exercising the right appears in the public records on the Policy Date
  - \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
  - \* that are created, allowed, or agreed to by you
  - \* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
  - \* that result in no loss to you
  - \* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - \* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
  - \* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**11. EAGLE PROTECTION OWNER'S POLICY**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008**

**Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building
  - b. zoning
  - c. land use
  - d. improvements on the land
  - e. land division
  - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;



- (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
  6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
  8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

**13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006**  
**WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006  
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.



*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**WEYAND LAW FIRM**  
A PROFESSIONAL CORPORATION

Email: aweyand@wynlaw.com

October 17, 2014

**VIA E-MAIL & U.S. MAIL**

Angela Calvillo  
Clerk of Board of Supervisors  
City Hall of San Francisco  
1 Dr. Carlton B. Goodlett Place, Rm. 244  
San Francisco, CA 94102


Re: HEARING re APPEAL  
File No. 141018  
Appeal of Tentative Map - 639 Peralta Avenue  
Assessor's Block No.5634, Lot No. 014  
2 Units New Construction Condominium Project  
Appellant: William H. Bradley

Dear Ms. Calvillo:

This letter is in response to your October 3, 2014 regarding the upcoming hearing date scheduled for Tuesday, October 28, 2014 at 3:00 p.m. in the above-referenced matter. Per your request, enclosed please find a spreadsheet listing the names and addresses of the parties to be notified, attached as Ex. A.

Additionally, enclosed please find a copy of the filed First Amended Complaint (Ex. B) and the filed Amended Notice of Pendency of Action (Ex. C). Both this complaint and Notice of Pendency of Action (or Lis Pendens) have been served on all parties, and the latter document duly recorded. A Case Management Conference has been scheduled by the San Francisco Superior Court for March 4, 2015, at 10:30 a.m., in Department 610 of that Court (Ex. D)..

WEYAND LAW FIRM  
A PROFESSIONAL CORPORATION

by  for  
Alexander M. Weyand  
Attorneys for Appellant  
William H. Bradley

Enc.

cc: Client w/ Enc.

# **EXHIBIT A**

PARTY	ADDRESS
Plaintiff William Bradley, c/o Alexander M. Weyand, Weyand Law Firm, APC	531 Howard Street, First Floor San Francisco, CA 94105, Telephone: (415) 536-2800; Fax: (415) 536-2818
Dolmen Property Group LLC, a Delaware Limited Liability Company c/o Michael Schinner	96 Jessie St. San Francisco, CA 94109 Telephone: (415) 369-9050 Fax: (415) 369-9053
Dolmen Property Group LLC, a Delaware Limited Liability Company	1452 Broadway Street San Francisco, CA 94109 Telephone: (415) 255-9024 Fax: (415)255-9236
AltaPacific Bank, a California State Chartered Non-Member Bank c/o Charles Hall	3725 Westwind Blvd, Suite 100 Santa Rosa, CA 95403 Telephone: (707) 236-1500 Fax: (707) 543-2703

# **EXHIBIT B**

14 OCT -7 PM 3:26  
CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA

1 ALEXANDER M. WEYAND (SBN 108147)  
ERIC C. SHAW (SBN 104889)  
2 REBECCA M. HOBERG (224086)  
WEYAND LAW FIRM,  
3 A Professional Corporation  
531 Howard Street, First Floor  
4 San Francisco, CA 94105  
Telephone: (415) 536-2800  
5 Facsimile: (415) 536-2818

6 Attorneys for Plaintiff  
WILLIAM H. BRADLEY

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **CITY AND COUNTY OF SAN FRANCISCO**

10 WILLIAM H. BRADLEY,  
11 Plaintiff,

12 vs.

13 DOLMEN PROPERTY GROUP LLC, a Delaware  
Limited Liability Company, ALTAPACIFIC  
14 BANK, a California State Chartered Non-Member  
Bank; LANDMARK CONSTRUCTION, INC., a  
15 corporation State of formation unknown;  
STEWART TITLE GUARANTY COMPANY, an  
16 entity form unknown; STEWART TITLE  
INSURANCE COMPANY, an entity form  
17 unknown; RSM&A FORECLOSURE SERVICES,  
LLC, a Nevada Limited Liability Company;  
18 CENTRAL CONCRETE SUPPLY CO., INC.  
doing business as BODE CONCRETE and as  
19 WESTSIDE CONCRETE MATERIALS and as  
20 U.S. CONCRETE COMPANIES, a California  
corporation; and DOES 1 TO 200, inclusive; and,  
21 All persons claiming by, through, or under those  
defendants and all persons unknown, claiming any  
22 legal or equitable right, title, estate, lien, or interest  
in the property described in the complaint adverse  
23 to Plaintiff's title, or any cloud on Plaintiff's title  
thereto.

24 Defendants.  
25  
26  
27  
28

Case No. CGC-14-541905

**FIRST AMENDED COMPLAINT TO  
QUIET TITLE AND FOR  
CANCELLATION OF INSTRUMENTS,  
TRESPASS, EJECTMENT, BREACH  
OF FIDUCIARY DUTY,  
REFORMATION NEGLIGENCE AND  
DECLARATORY RELIEF**

Complaint filed: September 29, 2014

Trial Date: None set

**BY FAX**

WEYAND LAW FIRM, A PROFESSIONAL CORPORATION  
531 HOWARD STREET, FIRST FLOOR  
SAN FRANCISCO, CA 94105  
TELEPHONE: 415-536-2800 FAX 415-536-2818

FIRST AMENDED COMPLAINT  
TO QUIET TITLE AND  
FOR RELATED CLAIMS



1 Plaintiff WILLIAM H. BRADLEY ("Plaintiff") alleges that:

2 **PARTIES & THE PROPERTY**

3 1. Plaintiff is an individual and the owner of that certain real property commonly  
4 known as 639 Peralta Avenue, San Francisco, California, APN 5634-014, and specifically  
5 described in Exhibit A which is attached hereto and incorporated by this reference (the "Property"  
6 or "Lot 14"). A true and correct copy of a parcel map depicting the Property is attached as  
7 Exhibit B and incorporated by this reference (the "Parcel Map").

8 2. Plaintiff is informed and believes and thereupon alleges that defendant DOLMEN  
9 PROPERTY GROUP LLC is a Delaware Limited Liability Company ("DOLMEN") in the  
10 business of acquiring and developing real property that maintains its principal place of business in  
11 San Francisco, CA.

12 3. Plaintiff is informed and believes and thereupon alleges that defendant  
13 ALTAPACIFIC BANK, a California State-Chartered Non-Member Bank, with its principal place  
14 of business in Santa Rosa, CA ("ALTA).

15 4. Plaintiff is informed and believes and thereupon alleges that defendant  
16 LANDMARK CONSTRUCTION, INC., is a corporation with State of formation unknown that  
17 maintains its principal place of business in San Francisco, CA ("LANDMARK"). Plaintiff is  
18 informed and believes that LANDMARK has commenced the construction on the Property  
19 alleged below thus may or does claim a mechanics lien or other interest in the Property contrary  
20 to Plaintiff's superior right, title and interest in and to the Property.

21 5. Plaintiff is informed and believes and thereupon alleges that Defendant  
22 STEWART TITLE GUARANTY COMPANY is an entity form unknown doing business in  
23 California and providing real estate escrow services ("STEWART TITLE GUARANTY").

24 6. Plaintiff is informed and believes and thereupon alleges that STEWART TITLE  
25 INSURANCE COMPANY is an entity form unknown doing business in California and providing  
26 real estate escrow services("STEWART TITLE INSURANCE").  
27  
28

1           7.       Plaintiff is informed and believes and thereupon alleges that Defendant RSM&A  
2 FORECLOSURE SERVICES, LLC, is a Nevada Limited Liability Company which provides or  
3 provided foreclosure services in California (“RSM&A”).

4           8.       Plaintiff is informed and believes that defendant CENTRAL CONCRETE  
5 SUPPLY CO., INC. doing business as BODE CONCRETE and as WESTSIDE CONCRETE  
6 MATERIALS and as U.S. CONCRETE COMPANIES, is a California corporation doing business  
7 in San Francisco, CA (“CENTRAL CONCRETE”). Plaintiff is informed and believes that  
8 CENTRAL CONCRETE has commenced work at or provided materials to the Property thus may  
9 or does claim a mechanics lien or other interest in the Property contrary to Plaintiff’s superior  
10 right, title and interest in and to the Property.

11           9.       Plaintiff is unaware of the true names and capacities of Defendants sued as DOES  
12 1 through 200, and therefore sue these Defendants by fictitious names. Plaintiff will amend this  
13 complaint to allege their true names and capacities when ascertained. Plaintiff alleges on  
14 information and belief that each of these fictitiously named Defendants claim some right, title,  
15 estate, lien, or interest in the hereinafter-described property adverse to Plaintiff’s title and their  
16 claims, and each of them, constitute a cloud on plaintiff’s/plaintiffs’ title to that property.

17           10.      The defendants sued and named as “all persons unknown, claiming any legal or  
18 equitable right, title, estate, lien, or interest in the property described in the complaint adverse to  
19 Plaintiff’s title, or any cloud on plaintiffs’ title” (the “Unknown Defendants”) are unknown to  
20 Plaintiff. The Unknown Defendants, and each of them, may or do claim some right, title, estate,  
21 lien, or interest in the hereinafter-described property adverse to Plaintiff’s title; and their claims,  
22 and each of them, constitute a cloud on Plaintiff’s title to that property.

23           11.      Plaintiff alleges on information and belief that at all material times each defendant  
24 acted as the agent, joint venturer, partner, and/or co-conspirator of the other defendants, and at all  
25 material times acted within the course and scope of the agency, joint venture, partnership, and/or  
26 conspiracy such that each is jointly and severally liable for all claims herein.

27  
28

1 **COMMON FACTUAL ALLEGATIONS**

2 12. In July 2007, Plaintiff negotiated a loan from INDYMAC Bank, F.S.B. (the  
3 "Loan"). As negotiated, the loan was to be secured solely by a first deed of trust on property  
4 owned by Plaintiff at 637 Peralta Avenue, San Francisco, CA, APN 5634-015 (the "Adjacent  
5 Property" or "Lot 15"). Lot 15 is adjacent to Lot 14 as depicted in the Parcel Map.

6 13. On or about July 2, 2007 in connection with the Loan, the parties to that  
7 transaction entered into a deed of trust to secure the loan (the "Deed of Trust"). A true and correct  
8 copy of the Deed of Trust is attached as Exhibit C and incorporated by this reference.

9 14. Defendant STEWART TITLE GUARANTY was to act as Trustee under the deed  
10 of trust, and Plaintiff is informed and believes and thereupon alleges that STEWART TITLE  
11 GUARANTY or STEWART TITLE COMPANY prepared the legal description to be attached as  
12 "Exhibit A" to the Deed of Trust.

13 15. The Deed of Trust at its page 3 of 14 provides that the beneficiary lending bank  
14 would be secured by the property described in its "Exhibit A" which can be found immediately  
15 after page 14 at the page entitled "LEGAL DESCRIPTION" (the "Legal Description").  
16 Consistent with the loan only being secured by the Adjacent Property, the Legal Description  
17 immediately before it ends references "Lot: 15 Block: 5634."

18 16. After the Deed of Trust at its page 3 of 14 references its "Exhibit A," it further  
19 provides that the securing real property is:

20 "Assessor's Identification Number: LOT 15, BLOCK 5634  
21 which currently has the address of 637 PERALTA AVE."

22 17. The Deed of Trust was recorded July 11, 2007 by the San Francisco Assessor-  
23 Recorder.

24 18. Plaintiff later defaulted on the Loan secured by Lot 15. The assignee of  
25 INDYMAC Bank, F.S.B., Deutsche Bank National Trust Company, as Trustee of the residential  
26 Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-1 under the  
27 Pooling and Servicing Agreement dated July 1, 2007 ("Deutsche Bank"), foreclosed. A true and  
28 correct copy of the Trustee's Deed Upon Sale is attached as Exhibit D and incorporated by this

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1 reference (the "Foreclosure Deed"). The Foreclosure Deed was recorded on March 25, 2011 by  
2 the San Francisco Assessor-Recorder.

3 19. Defendant RSM&A FORECLOSURE SERVICES acted as trustee in connection  
4 with the foreclosure.

5 20. The Foreclosure Deed at its page one under "RECITALS" expressly references the  
6 Deed of Trust. But, whereas the Deed of Trust expressly limited its securing collateral consistent  
7 with the Loan to Lot 15, in preparing the Foreclosure Deed, RSM&A FORECLOSURE  
8 SERVICES inexplicably and improperly included in the deed both Lot 15 and Lot 14.

9 21. Plaintiff had no knowledge of the RSM&A's constructively fraudulent foreclosure  
10 deed, or that it had been issued to Deutsche Bank.

11 22. On October 10, 2011, Deutsche Bank purported to convey the property holding  
12 APN number "5634-015," which is the Adjacent Property, to DOLMEN by Grant Deed (the  
13 "Bank's Grant Deed"). The Grant Deed was recorded on October 28, 2011 by the San Francisco  
14 Assessor-Recorder. A true and correct copy of the Bank Grant Deed is attached as Exhibit E and  
15 incorporated by this reference.

16 23. On November 12, 2012, DOLMEN conveyed Lot 15 to Douglas S. Kiernan and  
17 Larissa V. Kiernan, husband and wife as community property with right of survivorship by grant  
18 deed (the Lot 15 Grant Deed). The APN reference in the legal description for the Lot 15 Grant  
19 Deed is "Block 5364, Lot 015." A true and correct copy of the Lot 15 Grant Deed is attached as  
20 Exhibit F and incorporated by this reference. The Lot 15 Grant Deed was recorded on November  
21 16, 2012 by the San Francisco Assessor-Recorder.

22 24. On April 28, 2014, DOLMEN took out a construction loan from ALTA as  
23 reflected by the Construction Loan Deed of Trust attached as Exhibit G and incorporated by this  
24 reference (the "Construction Loan Deed of Trust"). The Construction Loan Deed of Trust states  
25 that it is secured by Lot 14. It was recorded on May 6, 2014 by the San Francisco Assessor-  
26 Recorder.



1 36. Plaintiff seeks to quiet title against the claims of DOLMEN, ALTA and  
2 LANDMARK, the Unknown Defendants and all of the other defendants except for STEWART  
3 TITLE GUARANTY and STEWART TITLE INSURANCE (the "Quiet Title Defendants").

4 37. Plaintiff is informed and believes and thereupon alleges that all of the Quiet Title  
5 Defendants claim some right, title, estate, lien or interest in Lot 14.

6 38. All of the aforesaid claims by the Quiet Title Defendants are without any right  
7 whatsoever and all such defendants have no right, title, estate, lien, or interest whatsoever in the  
8 Property or any part of it.

9 39. Plaintiff seeks a determination quieting title to the Property in favor of Plaintiff,  
10 and his successors in interest, confirming his superior rights as owner of the Property relative to  
11 the claims of the Quiet Title Defendants, and each of them, and providing that the Quiet Title  
12 Defendants, and each of them, have no right, title, estate, lien or interest in or to the Property.

13 40. Plaintiff seeks to quiet title as of March 25, 2011 and to and including the date of  
14 judgment on this action.

15 **SECOND CAUSE OF ACTION**  
16 **(Cancellation of Instruments-Defendants Dolmen, Alta, Landmark,**  
**Central Concrete and Doe Defendants 1-100)**

17 41. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32, 34 and  
18 35 above.

19 42. Plaintiff seeks the cancellation of the following instruments recorded against the  
20 Property as there is a reasonable apprehension that they may cause serious injury to Plaintiff  
21 relative to his ownership of the Property: (1) the Foreclosure Deed to Deutsche Bank the extent it  
22 purports to convey any interest in Lot 14; (2) the Bank's Grant Deed to DOLEMEN to the extent  
23 it purports to convey any interest in Lot 14; (3) the Construction Loan Deed of Trust; (4) the May  
24 2014 DOLMEN Grant Deed; and, (5) any and all mechanic's or design professional liens or other  
25 documents recorded against the Property in the past, at present or in the future (the "Mechanic's  
26 Liens") arising from or relating to DOLMEN's efforts to improve or otherwise use and enjoy that  
27  
28

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1 property without Plaintiff's authorization, including without limitation any by CENTRAL  
2 CONCRETE and Does 11-100.

3 **THIRD CAUSE OF ACTION**  
4 **(Trespass-Against Dolmen, Landmark, Central Concrete**  
5 **and Doe Defendants 11-100)**

6 43. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32, 34 and  
7 35 above.

8 44. The construction on-going at the Property is and was unauthorized by Plaintiff, it  
9 and was without right and is and was an invasion of Plaintiff's Property constituting trespass.

10 45. Plaintiff as against DOLMEN, LANDMARK, CENTRAL CONCRETE and DOE  
11 Defendants 11-100, and each of them, seeks to recover the area his Property subject to any  
12 encroachments constructed by defendants, and each of them, and the issuance of a mandatory  
13 preliminary injunction requiring the immediate removal of those encroachments and all  
14 equipment, material, personnel and personal property, and permanently enjoining any future  
15 encroachments.

16 46. Plaintiff further seeks actual damages proximately caused by the above-alleged  
17 defendants, and each of them, in an amount according to proof.

18 47. Plaintiff seeks punitive damages against DOLMEN, and DOES 75-100.

19 **FOURTH CAUSE OF ACTION**  
20 **(Ejectment-Against Dolmen**  
21 **and Does Defendants 11-100)**

22 48. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32, 34-35,  
23 and 44-47 above.

24 49. Plaintiff is entitled to possession of the Property.

25 50. Defendants DOLMEN and , and all those claiming by, through or under  
26 DOLMEN, including DOE Defendants 11-100, and each of them, wrongfully entered, took  
27 possession and withhold possession of Plaintiff's Property, and Plaintiff therefore requests they  
28 be ejected, and Plaintiff restored to possession of the Property.

//

**FIFTH CAUSE OF ACTION  
(Breach of Fiduciary Duty Against Stewart Title Guaranty and Stewart Title Insurance)**

1  
2 51. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32, 34 and  
3 35 above.

4 52. In connection with the Loan, STEWART TITLE GUARANTY and STEWART  
5 TITLE INSURANCE (“STEWART”) owed a fiduciary obligation to the parties to that  
6 transaction, including Plaintiff, to accurately prepare a legal description properly limited to the  
7 Lot 15 property for recordation.

8 53. Plaintiff reasonably and justifiably relied upon Stewart’s professional skill and  
9 competence to prepare an accurate legal description for recordation and was not aware of the  
10 error in the Legal Description by STEWART at any material time.

11 54. By erroneously preparing the Legal Description, STEWART breached its fiduciary  
12 obligations to Plaintiff.

13 55. As a legal result of STEWART’s breach of duty, Plaintiff has been injured in an  
14 amount according to proof, including without limitation the attorney’s fees and costs arising from  
15 Plaintiff needing to commence and prosecute this action as against the other defendants.

**SIXTH CAUSE OF ACTION  
(Breach of Fiduciary Against RSM&A)**

16  
17 56. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32, 34 and  
18 35 above.

19 57. Plaintiff is informed and believes and thereupon alleges that Defendant RSM&A  
20 was made substitute Trustee under the Deed of Trust.

21 58. As substitute Trustee, RSM&A had no legal right, title, estate, lien or interest in  
22 the Property as a Trustee under the Deed of Trust. Its only legal title was relative to Lot 15.

23 59. As trustee, RSM&A had a fiduciary duty to Plaintiff to ensure the proper handling  
24 and documentation of any transaction in which it was involved.

25 60. Defendant RSM&A breached the fiduciary duties it owed Plaintiff by erroneously  
26 including Lot 14 in the Foreclosure Deed.  
27  
28



1 61. As a proximate result of RSM&A's breach of fiduciary duty, Plaintiff has suffered  
2 damages according to proof, including without limitation the attorney's fees and costs arising  
3 from Plaintiff needing to commence and prosecute this action as against the other defendants.

4 **SEVENTH CAUSE OF ACTION**  
5 **(Reformation Against All Defendants)**

6 62. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32, 34-35,  
7 52-54 and 57-60 above.

8 63. The 2007 Deed of Trust contained an erroneous legal description of the property  
9 being pledged by Plaintiff as security for the Loan. It therefore fails to reflect the true intent of the  
10 parties. Had it reflected the true intent of the parties, Exhibit A to the Deed of Trust would have  
11 read as follows:

12 LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED  
13 UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO.3", RECORDED  
14 DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS AT PAGE 15, IN  
15 THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN  
16 FRANCISCO, STATE OF CALIFORNIA.

17 Assessor's Lot 15, Block 5634

18 64. The failure of the Legal Description attached as "Exhibit A" to the Deed of Trust  
19 failed to reflect the true intent of the parties in that it included a reference to Lot 1255 of the 1861  
20 map, though not to that lot's APN number or address.

21 65. Plaintiff is informed and believes and thereupon alleges that the failure of the  
22 Legal Description attached as "Exhibit A" to the Deed of Trust to reflect the true intent of the  
23 parties resulted from an error by the title company that prepared the Legal Description, and a  
24 mutual mistake by Plaintiff and Indymac Bank in failing to notice the error by the scrivener in  
25 preparing the Legal Description.

26 66. Plaintiff therefore is entitled to have the Deed of Trust reformed to reflect the true  
27 intent of the parties by modifying the Legal Description of the deed to trust to read as alleged in  
28 paragraph 63.

**EIGHTH CAUSE OF ACTION  
(Negligence Against All Defendants)**

67. Plaintiff re-alleges and incorporates by reference paragraph 62 above.

68. Each defendant owed Plaintiff a duty of due care.

69. Each defendant breached those duties as alleged above.

70. As a proximate result of each defendant's breach of its duty of care to Plaintiff, Plaintiff has suffered damages according to proof, including without limitation as to as to STEWART, RSM&A and DOE defendants 51-75, the attorney's fees and costs arising from Plaintiff needing to commence and prosecute this action as against the other defendants.

**NINTH CAUSE OF ACTION  
(Declaratory Relief Against All Defendants)**

71. Plaintiff re-alleges and incorporates by reference paragraph 62 above.

72. Plaintiff is informed and believes and thereupon alleges that an actual controversy exists between him and the defendants, and each of them, as to whether they have any right, title, estate, lien or interest in Lot 14.

73. Plaintiff seeks a declaration that the defendants, and each of them, have no right, title, estate, lien or interest in Lot 14.

WHEREFORE, Plaintiffs requests the following relief:

1. On the First Cause of Action, judgment quieting title to the Property effective beginning on March 11, 2011 and to the date of entry of judgment, in favor of Plaintiff, and his successors in interest, as owner of the Property and providing that the defendants, and each of them, have no right, title, estate, lien or interest in or to the Property;

2. On the Second Cause of Action, a judgment cancelling the Deed of Trust to the extent it purports to convey any interest in Lot 14, the Foreclosure Deed to the extent it purports to convey any interest in Lot 14, the Construction Loan Deed of Trust, the May 2014 DOLMEN Grant Deed and the Mechanic's Liens;

3. On the Third Cause of Action, a mandatory injunction requiring defendants, and each of them, to immediately remove the encroachments, and permanently enjoining them from encroaching in the Lane in the future;

1           4.       On Fourth Cause of Action, a judgment ejecting DOLMEN, and all those claiming  
2 by, through or under DOLMEN, including Doe Defendants 11-100, and to place Plaintiff in  
3 possession of the Property;

4           5.       On the Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action, actual  
5 damages in an amount according to proof, including without limitation on the Eighth Cause of  
6 Action as to as to STEWART, RSM&A and DOE defendants 51-75, the attorney's fees and costs  
7 arising from Plaintiff needing to commence and prosecute this action as against the other  
8 defendants;

9           6.       On the Third and Fourth Causes of Action, punitive damages against DOLMEN  
10 and Does 151-200;

11           7.       On the Fifth and Sixth Causes of Action, for the actual damages to include  
12 attorney's fees and costs arising from this action according to proof;

13           8.       On Seventh Cause of Action, for an equitable decree reforming the legal  
14 description of the Deed of Trust to read as follows:

15                   LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED  
16                   UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO.3", RECORDED  
17                   DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" O F MAPS AT PAGE 15, IN  
18                   THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN  
19                   FRANCISCO, STATE OF CALIFORNIA.

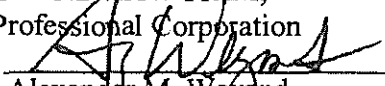
20                   Assessor's Lot 15, Block 5634;

21           9.       On the Ninth Cause of Action for a Declaration that the defendants, and each of  
22 them, have no right, title, estate, lien or interest in Lot 14;

23           10.      Each Cause of Action, for costs of suit; and

24           11.      For such other and further relief as the Court may deem proper.

25 Dated: October 6, 2014

WEYAND LAW FIRM,  
A Professional Corporation  
By   
Alexander M. Weyand  
Attorneys for Plaintiff  
WILLIAM H. BRADLEY

VERIFICATION

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I, WILLIAM H. BRADLEY, am the Plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: October 6, 2014

*William H. Bradley*  
\_\_\_\_\_  
WILLIAM H. BRADLEY

WEYAND LAW FIRM, A PROFESSIONAL CORPORATION  
331 HOWARD STREET, FIRST FLOOR  
SAN FRANCISCO, CA 94105  
TELEPHONE: 415-336-2800 FAX 415-336-2818

FIRST AMENDED COMPLAINT  
TO QUIET TITLE AND  
FOR RELATED CLAIMS

# EXHIBIT A

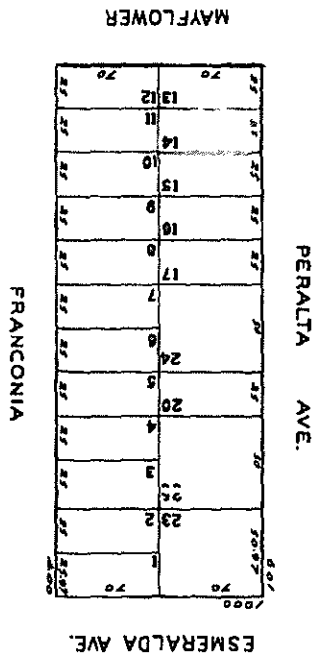
**LEGAL DESCRIPTION**

Real property in the City of San Francisco, County of San Francisco, State of California,  
described as follows:

LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP  
ENTITLED, "GIFT MAP NO. 3", RECORDER DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS  
AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO,  
STATE OF CALIFORNIA

APN: Lot: 14; Block: 5634

# EXHIBIT B



GIFT MAP 3 LOTS 1238 & 1260  
 REVISED 60

5634

© COPYRIGHT SAN FRANCISCO  
 CITY & COUNTY ASSESSOR 1945



# EXHIBIT C

Stewart Title of California

Recording Requested By:  
INDYMAC BANK, F.S.B., C/O DOCUMENT MANAGEMENT  
[Company Name]  
And When Recorded Mail To:  
INDYMAC BANK, F.S.B., C/O DOCUMENT MAN  
[Name]  
BLDG B, 901 E 104TH ST, SUITE 400/500  
[Street Address]  
KANSAS CITY, MO 64131  
[City, State Zip Code]

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC-2007-I415842-00  
Post 8-STEWART Title Company  
Wednesday, JUL 11, 2007 08:00:00  
Ttl Pd \$1.00  
Nbr-0003285400  
REEL J430 IMAGE 0151  
08/1/06/1-15

E37433449-KR [Space Above This Line For Recording Data]

WT 015, Block 504  
671 Peralta Avenue

MIN: 100055401268154269

14

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 2, 2007, together with all Riders to this document.
- (B) "Borrower" is WILLIAM H BRADLEY AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK  
Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

- (D) "Trustee" is STEWART TITLE GUARANTY CO.

- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Loan No: 126815426



(F) "Note" means the promissory note signed by Borrower and dated July 2, 2007. The Note states that Borrower owes Lender seven hundred ninety nine thousand four hundred forty and NO/100ths Dollars (U.S. \$ 799,440.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2037.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Revocable Trust Rider          |   |
| <input type="checkbox"/> Other(s) [specify]    |   |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security

Loan No: 126815426



Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SAN FRANCISCO :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Assessor's Identification Number: LOT 015, BLOCK 5634  
which currently has the address of 637 PERALTA AVE

[Street]  
SAN FRANCISCO, California 94110 ("Property Address")  
[City] [Zip Code]

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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment

Loan No: 126815426



charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

Loan No: 126815426

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac California Instrument  
MERS Modified  
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Form 3008 1/01  
Closing



this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan,

**Loan No: 126815426**

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

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either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

**Loan No: 126815426**

California Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument  
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writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent

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Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an Insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such Insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the Insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the

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expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow

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anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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 Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, 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 the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder 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 all or any parcel of the Property 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.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the

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fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.**

Witnesses:

  
\_\_\_\_\_  
WILLIAM H BRADLEY (Seal)  
Borrower  
(Printed Name)

\_\_\_\_\_  
(Seal)  
Borrower  
(Printed Name)

\_\_\_\_\_  
(Seal)  
Borrower  
(Printed Name)

\_\_\_\_\_  
(Seal)  
Borrower  
(Printed Name)

\_\_\_\_\_  
[Acknowledgment on Following Page]



ACKNOWLEDGMENT

State of California

County of Alameda

§  
§  
§

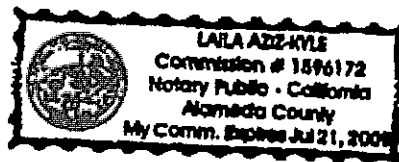
On 7-2-07 before me, Lara Aziz-Kyle [name and title of officer] personally appeared WILLIAM H BRADLEY

known to me ~~or proved to me on the basis of satisfactory evidence~~ personally subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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.

Signature

(Seal)



REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of \_\_\_\_\_ County, State of California, in book \_\_\_\_\_, page \_\_\_\_\_ of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

\_\_\_\_\_  
(Trustee)

Date: \_\_\_\_\_

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37433449

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California,  
County of San Francisco, City of San Francisco, described as follows:

Lots No. 1255 and 1257, as said Lots are delineated and so  
designated upon that certain Map entitled, "Gift Map No. 3",  
recorded December 31, 1861 in Liber 2 "A" and "B" of Maps, at  
Page 15, in the Office of the Recorder of the City and County  
of San Francisco, State of California.

Lot: 015 Block: 5634

End of Legal Description



# EXHIBIT D

38



WHEN RECORDED MAIL TO

RSM&A Foreclosures Services  
43252 Woodward Avenue, Suite 180  
Bloomfield Hills, MI 48302

MAIL TAX STATEMENTS TO  
888 East Walnut Street  
Pasadena, CA 91101

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2011-J155424-00**  
Check Number 110-004  
Friday, MAR 25, 2011 10:33:43  
Ttl Pd \$14.00 Rcpt # 0004115044  
**REEL K380 IMAGE 0253**  
01/00/1-2

Space above this line for recorder's use only

Trustee Sale No. 10CA00158-1  
Title Order No. 100298451  
APN: 33-5634-015-01; 33-5634-014-01

637 Peralta AVE **TRUSTEE'S DEED UPON SALE**

This instrument is being recorded as an  
ACCOMMODATION ONLY, with no  
Representation as to its effect upon title.

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was: \$845,148.70
- 3) The amount paid by the grantee at the trustee sale was: \$760,903.50
- 4) The documentary transfer tax is \$0.00
- 5) Said property is in City of SAN FRANCISCO

and RSM&A Foreclosures Services (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-1 under the Pooling and Servicing Agreement dated July 1, 2007 (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of San Francisco, State of California, described as follows:

**LOTS NO. 1255 AND 1257, AS SAID LOTS ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS, AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.**

**RECITALES:**

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated July 2, 2007, executed by WILLIAM H BRADLEY AN UNMARRIED MAN, as trustor, to secure obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, FSB, as Beneficiary as recorded July 11, 2007 as Document Number: 2007-1415642-00 of official records in the Office of the Recorder of San Francisco County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell, which were recorded in

the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on March 21, 2011. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$760,903.50 In lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATE: March 21, 2011

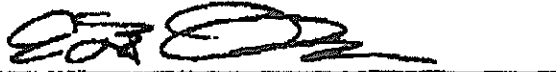
  
Kimberly Karas, for RSM&A Foreclosure Services, LLC, Trustee

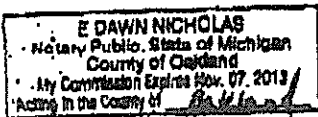
STATE OF MICHIGAN  
COUNTY OF OAKLAND

On March 21, 2011, before me, E Dawn Nicholas, a Notary Public in and for said county, personally appeared Kimberly Karas, for RSM&A Foreclosure Services, LLC, Trustee, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
E Dawn Nicholas  
Notary Public for Oakland County acting in Oakland County, Michigan  
My Commission Expires: 11/07/2013



# EXHIBIT E

16

**LSI Title Company (CA)**

RECORDING REQUESTED BY:  
LSI Title Company (CA)  
AND WHEN RECORDED MAIL TO:

Dolmen Property Group  
263 Golden Gate Ave.  
San Francisco, CA 94102



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2011-J293771-00**

Check Number 781/273  
Friday, OCT 28, 2011 12:48:51  
Ttl Pd \$2,488.60 Rpt # 0004270542  
**REEL K512 IMAGE 0382**  
ata/MA/1-2

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 110169390 Escrow No.: 094630-800

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
**DOCUMENTARY TRANSFER TAX is**

\$2,481.60

computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area  City of San Francisco AND



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-1 under the Pooling and Servicing Agreement dated July 1, 2007

hereby GRANT(s) to:

**Dolmen Property Group, LLC**

the real property in the City of San Francisco, County of San Francisco, State of California, described as:  
**LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF**  
Also Known as: 837 Peralta Avenue, San Francisco, CA 94110  
AP#: 5834-015

DATED October 19, 2011

STATE OF TEXAS

COUNTY OF TRAVIS

On OCT 19 2011

before me, Benjamin Andrew Galt

A Notary Public in and for said State personally appeared Benjamin Andrew Galt

Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007-A9, Mortgage Pass-Through Certificates, Series 2007-1 under the Pooling and Servicing Agreement dated July 1, 2007

By: [Signature]

**Benjamin Andrew Galt**

who 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/har/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

ORDER NO; t10t69380

LSI TITLE COMPANY (CA)

REFERENCE NO: 488623

**PRELIMINARY REPORT - CALIFORNIA  
LEGAL DESCRIPTION  
EXHIBIT "ONE"**

LOTS NO, 1255 AND 1257, AS SAID LOTS ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1881 IN LIBER 2 "A" AND "B" OF MAPS, AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

# EXHIBIT F

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 12-36515229-CR  
Locate No.: CACTI7738-7738-2365-0036515229  
Title No.: 12-36515229-RM

**When Recorded Mail Document  
and Tax Statement To:**  
Douglas Kiernan & Larissa Kiernan  
637 Peralta Ave.  
San Francisco, CA 94110



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC-2012-J544456-00**

Rec'd 1-CHICAGO Title Company  
Friday, NOV 16, 2012 08:08:00  
Ttl Pd \$5,467.00 Rcpt # 0004553424  
**REEL K775 IMAGE 0173**  
afa/AB/1-2

APN: Block 5634, Lot 015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$5,440.00

computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale,  
Unincorporated Area City of San Francisco,

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Dolmen Property Group, LLC,  
a Delaware Limited Liability Company

herby **GRANT(S)** to Douglas S. Kiernan and Larissa V. Kiernan, husband and wife as community property with right  
of survivorship

the following described real property in the City of San Francisco, County of San Francisco, State of California:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: November 14, 2012

State of California  
County of San Francisco

On November 14, 2012 before me,  
Patricia H. Lim, Notary Public  
(here insert name and title of the officer), personally appeared  
Seamus Naughten.

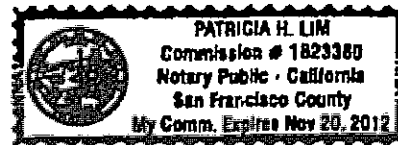
who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State  
of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia H. Lim (Seal)

Seamus Naughten, authorized signer and attorney  
in fact for Thomas Hunt, Manager of Dolmen  
Property Group, LLC



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev. 12/07)  
(grant) (10-03) (Rev. 07-11)

GRANT DEED



Escrow No.: 12-36515229-CR  
Locate No.: CACTI7738-7738-2365-0036515229  
Title No.: 12-36515229-RM

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 1255 as said lot is delineated and designated upon that certain Map entitled "Gift Map No. 3", recorded December 31, 1861 in Liber 2 "A" and "B" of Maps at Page 15, in the Office of the County Recorder of said County.

APN: Block 5634, Lot 015

# EXHIBIT G

First American Title Company  
Escrow # 3802-4503915

20149J87431700011  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J874317-00  
Acct 6002-First American Title Co.- Redwood City  
Tuesday, MAY 06, 2014 11:50:29  
Ttl Pd \$48.00 Nbr-0004931300  
ofa/RE/1-11

**RECORDATION REQUESTED BY:**

AltaPacific Bank  
Real Estate Industries Group  
3725 Westwind Blvd., Suite 100  
Santa Rosa, CA 95403

**WHEN RECORDED MAIL TO:**

AltaPacific Bank  
3725 Westwind Blvd., Suite 100  
Santa Rosa, CA 95403

**SEND TAX NOTICES TO:**

Dolmen Property Group, LLC (a Delaware Limited  
Liability Company)  
1452 Broadway Street  
San Francisco, CA 94109

FOR RECORDER'S USE ONLY

Lot 14, Block 5634

639 Peralta Ave **CONSTRUCTION DEED OF TRUST**

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$800,000.00.

**THIS DEED OF TRUST** is dated April 28, 2014, among Dolmen Property Group, LLC (a Delaware Limited Liability Company), whose address is 1452 Broadway Street, San Francisco, CA 94109 ("Trustor"); AltaPacific Bank, whose address is Real Estate Industries Group, 3725 Westwind Blvd., Suite 100, Santa Rosa, CA 95403 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Company, whose address is 299 West Portal Avenue, San Francisco, CA 94127 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in San Francisco County, State of California:

**LEGAL DESCRIPTION**

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

APN: Lot: 14; Block: 5634

The Real Property or its address is commonly known as 639 Peralta Avenue, San Francisco, CA 94110. The Assessor's Parcel Number for the Real Property is Lot 14, Block 5634.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**CONSTRUCTION MORTGAGE.** This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the

Uniform Commercial Code, as those sections have been adopted by the State of California.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may 1) remain in possession and control of the Property; 2) use, operate or manage the Property; and 3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: 1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; 2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, 1a) any breach or violation of any Environmental Law, 1b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or 1c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and 3) Except as previously disclosed to and acknowledged by Lender in writing, 1a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and 1b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby 1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and 2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Trustor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by recaptured bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**DEED OF TRUST  
(Continued)**

Loan No: 5540010300

Page 3

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurance satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustor and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditures, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: 1) the name of the insurer; 2) the risks insured; 3) the amount of the policy; 4) the property insured, the then current replacement value of such property, and the manner of determining that value; and 5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will: 1A) be payable on demand; 1B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either 1) the term of any applicable insurance policy; or 2) the remaining term of the Note; or 1C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other

**DEED OF TRUST  
(Continued)**

Loan No: 5540010300

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rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defenses of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all

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such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**PARTIAL RELEASES.** Lender shall execute partial releases of the lien of this Deed of Trust upon the following conditions: The release of individual units if sold, upon payment of the greater of 100% net sales proceeds or 90% (equivalent to 250% of Par) of the 04/11/14 appraised value of each individual unit in the 639 Paralta Avenue building.

**FULL PERFORMANCE.** If Trustor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustor a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially effect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Right to Cure.** If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not effect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire indebtedness secured by this Deed of Trust 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 the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the 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 the 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 in accordance with applicable law. 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 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.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.



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**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of San Francisco County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Arbitration.** Trustor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Trustor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, setoff, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

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**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Sonoma County, State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meaning attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means AltiPacific Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means Dolmen Property Group, LLC (a Delaware Limited Liability Company) and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 8901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 26100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

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**Lender.** The word "Lender" means AltaPacific Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated April 28, 2014, in the original principal amount of \$800,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all acccessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. The words "Personal Property" also include all tangible and intangible items obtained or owned by, or in the possession of Trustor that are directly or indirectly related to the acquisition, development, design, construction, permitting, marketing, or habitation of the Real Property or the improvements to be constructed on the Real Property, whether heretofore or hereafter issued, prepared, or executed, including without limitation all permits, licenses, authorizations and approvals, trademarks and tradenames, and any and all land use entitlements, development rights, sewer capacity, approvals, density allocations and other rights or approvals relating to or authorizing the development or occupancy of the Property, plus all utility or other deposits, reimbursement rights, studies, tests, contracts, plans and specifications, relating to the Property and Improvements.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means First American Title Company, whose address is 299 West Portal Avenue, San Francisco, CA 94127 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means Dolmen Property Group, LLC (a Delaware Limited Liability Company).

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.**

TRUSTOR:

DOLMEN PROPERTY GROUP, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

By: Thomas Hunt, Manager  
Thomas Hunt, Manager of Dolmen Property Group, LLC (a Delaware Limited Liability Company)

DEED OF TRUST  
(Continued)

Loan No: 5540010300

Page 10

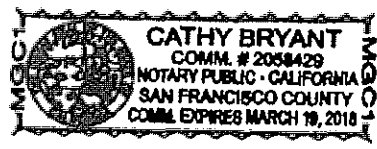
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF San Francisco )  
On May 1, 20 14 before me, Cathy Bryant, notary public  
(here insert name and title of the officer)

personally appeared Thomas Hunt, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Cathy Bryant

(Seal)

(DO NOT RECORD)  
REQUEST FOR FULL RECONVEYANCE  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_ Beneficiary: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## ERRORS AND OMISSIONS CORRECTION AGREEMENT

This ERRORS AND OMISSIONS CORRECTION AGREEMENT is attached to and by this reference is made a part of the Deed of Trust, dated April 28, 2014, and executed in connection with a loan or other financial accommodations between ALTAPACIFIC BANK and Dolmen Property Group, LLC (a Delaware Limited Liability Company).

For good and valuable consideration, and as a condition of the extension of credit evidenced by the above referenced loan, the Borrower(s) agree, if requested by the Note Holder, Lender, Representative or Agent for Lender and/or Mortgage Broker (all referred to herein "Lender") to cooperate as set forth below.

In the event any of the documents evidencing and/or securing the above referenced loan referred to above misstate or inaccurately reflect the true and correct terms and provisions of the loan Borrower(s) shall upon request by Lender and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Lender may deem necessary to remedy said inaccuracy or mistake.

The agreements contained herein shall apply whether said misstatement or inaccuracy is due to unilateral mistake on the part of the Lender or Borrower(s) mutual mistake on the part of Lender and Borrower(s) or clerical error on the part of any party to the transaction.

Failure by any party to initial or execute such documents as and when requested hereunder shall constitute a breach of the contractual agreement evidenced hereby and shall also constitute a default under the Note and Mortgage, Deed of Trust or Security Instrument securing the loan.

This agreement shall be binding on the signatories hereto, their heirs and assigns, and shall inure to the benefit of Lender, its successor and assigns.

It is understood that Borrower(s) will not incur expenses of preparing such documents as all such expenses shall be borne by the Lender.

Time is of the essence concerning all agreements contained herein.

THIS ERRORS AND OMISSIONS CORRECTION AGREEMENT IS EXECUTED ON APRIL 28, 2014.

TRUSTOR:

DOLMEN PROPERTY GROUP, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

By: Thomas Hunt, Manager  
Thomas Hunt, Manager of Dolmen Property Group, LLC (a Delaware Limited Liability Company)

# EXHIBIT H

**RECORDING REQUESTED BY**  
First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**  
Dolmen Property Group, LLC  
1452 Broadway  
San Francisco, Ca 94109

20149J87431600002  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J874316-00  
Acct 6002-First American Title Co.- Redwood City  
Tuesday, MAY 06, 2014 11:50:29  
Ttl Pd \$21.00 Nbr-0004931299  
ofa/RE/1-2

Space Above This Line for Recorder's Use Only

A.P.N.: Block5634 Lot 014

File No.: 3802-4503915 (CB)

Property Address: **639 Peralta Avenue, San Francisco, CA 94110**  
Lot Number: **014**  
Block Number: **5634**

### GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$NONE; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- [ ] computed on the consideration or full value of property conveyed, OR  
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[ ] unincorporated area; [ X ] City of San Francisco, and  
[ X ] Exempt from transfer tax; Reason: **Correction of vesting**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Dolmen Property Group, LLC, a Delaware Limited Liability Company, who acquired title as Dolmen Property Group, LLC**

hereby GRANT(s) to **Dolmen Property Group, LLC, a Delaware Limited Liability Company**  
the following described property in the City of **San Francisco**, County of **San Francisco**, State of **California**:

**LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "GIFT MAP NO. 3", RECORDED DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA**

Mail Tax Statements To: **SAME AS ABOVE**

Date: 05/01/2014

A.P.N.: Block 5634 Lot 014

File No.: 3802-4503915 (CB)

Dated: 05/01/2014

**Dolmen Property Group, LLC, a Delaware Limited Liability Company**

Thomas Hunt Manager  
Thomas Hunt, Manager

STATE OF California )SS  
COUNTY OF San Francisco )

On May 1, 2014 before me, Cathy Bryant, Notary Public, personally appeared Thomas Hunt

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Cathy Bryant

My Commission Expires: March 19, 2018

*This area for official notarial seal*



# EXHIBIT C

WEYAND LAW FIRM, A PROFESSIONAL CORPORATION  
531 HOWARD STREET, FIRST FLOOR  
SAN FRANCISCO, CA 94105  
TELEPHONE: 415-536-2800 FAX 415-536-2818

1 ALEXANDER M. WEYAND (SBN 108147)  
ERIC C. SHAW (SBN 104889)  
2 REBECCA M. HOBERG (224086)  
WEYAND LAW FIRM,  
3 A Professional Corporation  
531 Howard Street, First Floor  
4 San Francisco, CA 94105  
Telephone: (415) 536-2800  
5 Facsimile: (415) 536-2818

6 Attorneys for Plaintiff  
WILLIAM H. BRADLEY

ENDORSED  
FILED  
Superior Court of California  
County of San Francisco

UCT 01 2014

CLERK OF THE COURT  
BY: MICHAEL RAYRAY  
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 CITY AND COUNTY OF SAN FRANCISCO

11 WILLIAM H. BRADLEY,

12 Plaintiffs

13 vs.

14 DOLMEN PROPERTY GROUP LLC, a Delaware  
Limited Liability Company, ALTAPACIFIC  
15 BANK, a California State Chartered Non-Member  
Bank, and all persons claiming by, through, or  
16 under those defendants and all persons unknown,  
claiming any legal or equitable right, title, estate,  
17 lien, or interest in the property described in the  
complaint adverse to Plaintiff's title, or any cloud  
18 on Plaintiff's title thereto; LANDMARK  
CONSTRUCTION, INC., a corporation State of  
19 formation unknown; STEWART TITLE  
GUARANTY COMPANY, an entity form  
20 unknown; STEWART TITLE INSURANCE  
COMPANY, an entity form unknown; RSM&A  
21 FORECLOSURE SERVICES, LLC, a Nevada  
Limited Liability Company; and DOES 1 TO 100,  
22 inclusive.

23 Defendants.

Case No. CGC-14-541905

AMENDED NOTICE OF PENDENCY  
OF ACTION

BY FAX

25 NOTICE IS GIVEN that the above-captioned action was commenced on September 29,  
26 2014, in the above-captioned court by Plaintiff WILLIAM H. BRADLEY against defendants  
27 DOLMEN PROPERTY GROUP LLC, a Delaware Limited Liability Company, ALTAPACIFIC  
28

WEYAND LAW FIRM, A PROFESSIONAL CORPORATION  
531 HOWARD STREET, FIRST FLOOR  
SAN FRANCISCO, CA 94105  
TELEPHONE: 415-536-2800 FAX 415-536-2818

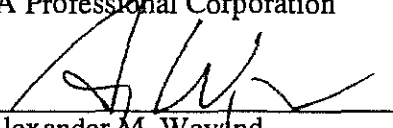
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BANK, a California State Chartered Non-Member Bank, and all persons claiming by, through, or under those defendants and all persons unknown, claiming any legal or equitable right, title, estate, lien, or interest in the property described in the complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto; LANDMARK CONSTRUCTION, INC., a corporation State of formation unknown; STEWART TITLE GUARANTY COMPANY, an entity form unknown; STEWART TITLE INSURANCE COMPANY, an entity form unknown; RSM&A FORECLOSURE SERVICES, LLC, a Nevada Limited Liability Company; and DOES 1 TO 100, inclusive. The above-captioned action is now pending in the above court.

The above-captioned action alleges a real property claim affecting certain real property that is situated in the City and County of San Francisco California, and that is commonly known as 639 Peralta Avenue, San Francisco, California, APN 5634-014, and specifically described in Exhibit A which is attached hereto and incorporated by this reference.

Dated: September 30, 2014

WEYAND LAW FIRM,  
A Professional Corporation

By   
Alexander M. Weyand  
Attorneys for Attorneys for Plaintiff  
WILLIAM H. BRADLEY

# **EXHIBIT A**

**LEGAL DESCRIPTION**

Real property in the City of San Francisco, County of San Francisco, State of California,  
described as follows:

LOT NO. 1257, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP  
ENTITLED, "GIFT MAP NO. 3", RECORDER DECEMBER 31, 1861 IN LIBER 2 "A" AND "B" OF MAPS  
AT PAGE 15, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO,  
STATE OF CALIFORNIA

APN: Lot: 14; Block: 5634

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**PROOF OF SERVICE**

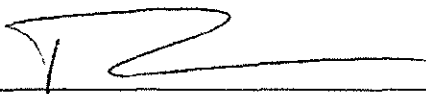
I am a resident of the State of California and over the age of eighteen years, and am not a party to the within action. My business address is Weyand Law Firm PC, 531 Howard Street, First Floor, San Francisco, CA 94105. On **September 30, 2014**, I served the following document(s):

**AMENDED NOTICE OF PENDENCY OF ACTION**

(X) by placing true copies enclosed in a sealed envelope with the postage thereon fully prepaid and certified, in the United States mail. I used **certified mail and requested a return receipt**. The envelope was addressed and mailed as follows:

▶ Dolmen Property Group LLC, a Delaware Limited Liability Company 1452 Broadway Street San Francisco, CA 94109	Dolmen Property Group LLC, a Delaware Limited Liability Company Michael Schinner 96 Jessis St. San Francisco, CA 94109
▶ AltaPacific Bank, a California State Chartered Non-Member Bank Charles Hall 3725 Westwind Boulevard, Suite 100 Santa Rosa, CA 95403	▶ RSM&A Foreclosure Services, LLC, a Nevada Limited Liability Company The Corporation Trust Company of Nevada 311 S Division St. Carson City, NV 89703
▶ Landmark Construction, Inc., a corporation State of formation unknown 1452 Broadway Street San Francisco CA 94109	▶ Landmark Construction, Inc., a corporation State of formation unknown 96 Jessis St. San Francisco, CA 94109
▶ Stewart Title Insurance Company, an entity form unknown 1980 Post Oak Blvd., Ste. 800 Houston, TX 77056	▶ Stewart Title Guaranty Company, an entity form unknown 1980 Post Oak Blvd., Ste. 800 Houston, TX 77056

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
Monik Bonilla

RECORDING REQUESTED BY:

Alexander M. Weyand, Esq.  
Weyand Law Firm, APC.  
531 Howard St., First Floor  
San Francisco, CA 94105

WHEN RECORDED RETURN TO:

Alexander M. Weyand, Esq.  
Weyand Law Firm, APC.  
531 Howard St., First Floor  
San Francisco, CA 94105

CONFORMED COPY of document recorded

09/30/2014, 2014J956614

on \_\_\_\_\_ with document no. \_\_\_\_\_  
This document has not been compared with the original  
SAN FRANCISCO ASSESSOR-RECORDER

THE SPACE ABOVE IS FOR RECORDERS USE ONLY

AMENDED NOTICE OF PENDENCY OF ACTION

(DOCUMENT TITLE)

7013 1710 0000 7518 8771

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fee		

Sent To **Stewart Title Insurance Company, an  
entity form unknown**

Street, Apt. No. or PO Box No. **1980 Post Oak Blvd., Ste. 800**

City, State, ZIP+4 **Houston, TX 77056**

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0000 7518 8788

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fee:		

Sent To **Stewart Title Guaranty Company,  
an entity form unknown**

Street, Apt. No. or PO Box No. **1980 Post Oak Blvd., Ste. 800**

City, State, ZIP+4 **Houston, TX 77056**

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0000 7518 8764

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fee		

Sent To **Landmark Construction, Inc., a  
corporation State of formation unknown**

Street, Apt. No. or PO Box No. **96 Jessis St.**

City, State, ZIP+4 **San Francisco, CA 94109**

PS Form 3800, August 2006 See Reverse for Instructions

7013 1710 0000 7518 8757

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fee		

Sent To **Landmark Construction, Inc., a  
corporation State of formation  
unknown**

Street, Apt. No. or PO Box No. **1452 Broadway Street**

City, State, ZIP+4 **San Francisco CA 94109**

PS Form 3800, August 2006 See Reverse for Instructions



7013 1710 0000 7518 8726

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Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	

Sent To: **Dolmen Property Group LLC, a Delaware Limited Liability Company**  
**Michael Schinner**  
 Street, Apt. No. or PO Box No.: **96 Jessie St.**  
 City, State, ZIP+4: **San Francisco, CA 94109**

PS Form 3800, August 2008 See Reverse for Instructions

7013 1710 0000 7518 8719

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Sent To: **Dolmen Property Group LLC, a Delaware Limited Liability Company**  
 Street, Apt. No. or PO Box No.: **1452 Broadway Street**  
 City, State, ZIP+4: **San Francisco, CA 94109**

PS Form 3800, August 2008 See Reverse for Instructions

7013 1710 0000 7518 8740

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	

Sent To: **RSM&A Foreclosure Services, LLC, a Nevada Limited Liability Company**  
**The Corporation Trust Company of Nevada**  
 Street, Apt. No. or PO Box No.: **311 S Division St.**  
 City, State, ZIP+4: **Carson City, NV 89703**

PS Form 3800, August 2008 See Reverse for Instructions

7013 1710 0000 7518 8733

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	

Sent To: **AltaPacific Bank, a California State Chartered Non-Member Bank**  
**Charles Hall**  
 Street, Apt. No. or PO Box No.: **3725 Westwind Boulevard, Suite 100**  
 City, State, ZIP+4: **Santa Rosa, CA 95403**

PS Form 3800, August 2008 See Reverse for Instructions

# EXHIBIT D

**NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: MAR-04-2015**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.10. For more information, please visit the Court's website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org) under Online Services.**

**ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.  
(SEE LOCAL RULE 4)**

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

Superior Court Alternative Dispute Resolution Coordinator  
400 McAllister Street, Room 103  
San Francisco, CA 94102  
(415) 551-3876

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.



**NOTIFICACIÓN DE AUDIENCIA PÚBLICA**

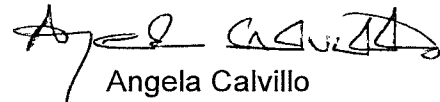
**JUNTA DE SUPERVISORES DE LA CIUDAD Y CONDADO DE SAN FRANCISCO**

**Fecha:** Continuación del martes, 6 de octubre de 2015

**Hora:** 3:00 p.m.

**Lugar:** Cámara Legislativa, Alcaldía, Sala 250,  
1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

**Asunto:** **Archivo No. 141018.** Audiencia de personas interesadas en o en oposición a la decisión del Departamento de Obras Públicas con fecha del 18 de septiembre de 2014, aprobando un Mapa Tentativo para un nuevo proyecto de construcción de un condominio de 2 unidades ubicado en 639 Peralta Avenue, Bloque del Asesor No. 5634, Lote No. 014. (Distrito 9) (Apelante: Alexander M. Weyand, en representación de William H. Bradley) (Presentada el 29 de septiembre de 2014).

  
Angela Calvillo  
Secretaria de la Junta

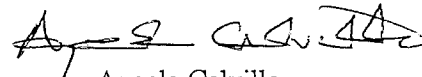
ENVIADO: 17 de octubre de 2014



公聽會通知

三藩市市及縣市參事委員會

- 日期: 續至 2015 年 10 月 6 日星期二
- 時間: 下午 3 時
- 地點: 市政廳, 立法會議廳 250 室, 1Dr. Carlton B. Goodlett Place, San Francisco, CA 94102
- 議題: 檔案號碼 141018。聆訊感興趣或反對人士對工務局於2014年9月18日所作出的決定的意見, 該項決定通過了一份兩房單位新建造共渡公寓計劃的暫時性分割圖, 地址: Peralta街639號, 評估的街區號碼5634, 地段號碼014。(第9選區)(上訴人: Alexander M. Weyand, 代表William H. Bradley)(於2014年9月29日已提交)。

  
Angela Calvillo  
市參事委員會書記

郵寄/張貼: October 17, 2014



**NOTICE OF PUBLIC HEARING**

**BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO**

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

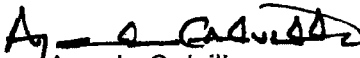
**Date:** ~~Tuesday, October 28, 2014~~ ~~Continued to December 16, 2014~~  
~~Continued to January 27, 2015~~  
~~Continued to April 28, 2015~~

**Time:** 3:00 p.m. ~~Continued to July 28, 2015~~  
Continued to October 6, 2015

**Location:** Legislative Chamber, City Hall, Room 250,  
1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

**Subject:** File No. 141018. Hearing of persons interested in or objecting to the decision of the Department of Public Works dated September 18, 2014, approving a Tentative Map for a 2-Unit New Construction Condominium Project located at 639 Peralta Avenue, Assessor's Block No. 5634, Lot No. 014. (District 9) (Appellant: Alexander M. Weyand, on behalf of William H. Bradley) (Filed September 29, 2014).

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Angela Calvillo  
Clerk of the Board

MAILED/POSTED: October 17, 2014  
PUBLISHED: October 18, 2014

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### COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE  
Ad Description JEC - 141018 - Tentative Map Appeal - 639 Peralta

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10/18/2014

CNS 2678767

#### NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF

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SPOTLIGHT ON RETAIL

Market Data Provided by Bloomberg News

Starbucks' order-ahead app to start in Portland

By Leslie Patton

Starbucks Corp. is introducing an order-ahead mobile feature this year in Portland, Ore., in a bid to speed up service and boost sales.

Mobile ordering will be available nationwide next year, after it begins in about 150 stores in the Portland area, the Seattle company said.

The company has been working on improving the speed of its service, which can be slowed down when customers order more complicated drinks or food items that have to be warmed up. The pay-ahead option is intended to help win over customers who might otherwise be discouraged by the lines and waits at Starbucks, particularly during the morning rush.

"We do believe that this will increase our sales ... in our stores," said Adam Brotman, Starbucks chief digital officer. "This is the beginning of a national rollout. We feel we're going to be constantly learning and improving how mobile ordering works."

Starbucks' mobile-payment app, introduced in 2009, has been gaining in popularity among customers, and the com-

pany said in March that it accounts for about 14 percent of transactions in its U.S. stores. The chain also has attracted customers with a loyalty program that offers free drinks, food and refreshers after accumulating points from purchases.

"Everyone is pressed for time and it seems like the world is moving faster," said Jack Russo, an analyst at Edward Jones & Co. in St. Louis. "We don't have time to be waiting in line."

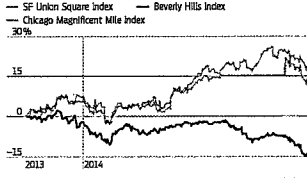
The app may boost sales by making visits to Starbucks cafes quicker and "less of a hassle," said Russo, who has a "hold" rating on Starbucks.

The app will allow users to place their order before they arrive. At the Portland stores, the order-ahead app will be available only for iPhones. Starbucks will bring mobile ordering to Android users in the national rollout.

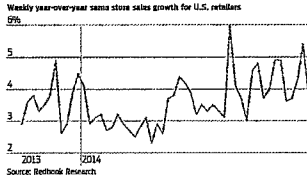
Customers typically will have to wait about five minutes for their drinks and food to be ready after placing an order through the app, Brotman said. The company has about 12 million active users of its mobile applic-

Retail stocks

Indexes composed of major businesses in these areas



Redbook Retail Growth Index



Retail exchange-traded funds

Table with 3 columns: ETF, Value of \$1000 invested over, and performance metrics for 1 month, 3 months, and 1 year.

Union Square Index

Composed of major businesses around Union Square

Table listing major businesses around Union Square with columns for Company, Close, 1 Wk Chg, \$500, \$1000, \$1500, 1 month, and 3 months.

Chronicle Wine & Cheese Index

Composed of global wine producers and cheese makers

Table listing wine and cheese makers with columns for Company, Close, 1 Wk Chg, \$500, \$1000, \$1500, 1 month, and 3 months.



Mark Linnihan / Associated Press 2013

Starbucks wants to make it easier to order and pay for drinks through its mobile app. In the U.S. and Canada, it processes about 6 million mobile transactions in the U.S. every week. Chief Executive Officer Howard Schultz said on a conference call in July.

Schultz handed over day-to-day management duties to Chief Operating Officer Troy Alstead this year so he could focus more on digital, mobile and loyalty programs. For the holiday season,

Starbucks is planning to sell a Chestnut Praline Latte, its first new holiday beverage in five years. Starbucks also said it will sell 100 designs of gift cards during the season. There are about 11,700

Starbucks stores in the U.S. The Associated Press contributed to this report. Leslie Patton is a Bloomberg writer. E-mail: lpatton@bloomberg.net

Berkeley shift for bookstore

Books from page D1

Fourth Street location. "It's a perfect neighborhood for a bookstore, it really is," Tucker said, also citing the neighborhood's demographic. "They're readers."

Tucker said space was a deciding factor. "We do a tremendous amount of author events," he said, "and unfortunately it means dismantling the children's section every time we did an event."

The store at 1760 Fourth St., a long and narrow space, is a little under 3,000 square feet. The new 1491 Shattuck Ave. space, at 4,400 square feet, is wider.

Black Oak Books left the Shattuck Avenue space amid financial struggles and has since relocated to San Pablo Avenue in West Berkeley. Books Inc.'s relocation was first reported by the blog BerkeleySide.

John McMurtrie is book editor of The San Francisco Chronicle. E-mail: jcmurtrie@sfchronicle.com

Table with columns: Ship to, From, and other shipping details.

LEGAL NOTICES legalnotice.org/pl/sfgate

PUBLIC NOTICES CITY

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS October 16, 2014 Mayor's Office of Housing and Community Development... NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO... NOTICE OF REGULAR MEETING OF BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO...

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PUBLIC NOTICES CITY

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO: NOTICE OF PUBLIC HEARING: The Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the proposed and said public hearing will be held as follows, at which time all interested parties may attend and be heard in person...

PUBLIC NOTICES BUSINESS

NOTICE OF PUBLIC HEARING: The following person is doing business as: Code Records, 245 Concord St, San Francisco, CA 94133. Full name of registrant is: Robert W. Pines, 245 Concord St, San Francisco, CA 94133. This business is conducted by an individual.





**NOTICE OF PUBLIC HEARING**

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**Subject:** File No. 141018. Hearing of persons interested in or objecting to the decision of the Department of Public Works dated September 18, 2014, approving a Tentative Map for a 2-Unit New Construction Condominium Project located at 639 Peralta Avenue, Assessor's Block No. 5634, Lot No. 014. (District 9) (Appellant: Alexander M. Weyand, on behalf of William H. Bradley) (Filed September 29, 2014).

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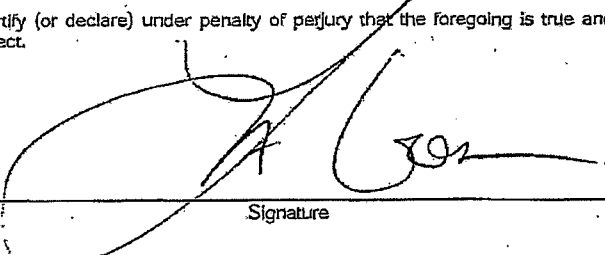
JEC - 141018 - Tentative Map Appeal - 639 Peralta Avenue - Hearing Notice

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN FRANCISCO CHRONICLE, a newspaper published in the English language in the city of SAN FRANCISCO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN FRANCISCO, State of California, under date of 11/13/1951, Case No.411596. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/18/2014

Executed on: 10/20/2014  
At SAN FRANCISCO, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Signature

CNS#: 2678767

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By Leslie Patton

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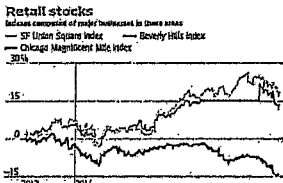


Table with 3 columns: Fund Name, Value of \$100 invested, and 1 month / 3 month returns.

Union Square Index table with columns: Company, Value of \$100 invested, 1 month, and 3 month returns.

Chronicle Wine & Cheese Index table with columns: Company, Value of \$100 invested, 1 month, and 3 month returns.



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Berkeley shift for bookstore

Books from page D1

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John McArthur is the book editor of The San Francisco Chronicle. E-mail: jmcathur@sfgate.com Twitter: @McArthurES

Ship traffic

Table with columns: Due to arrive Saturday, Ship Name, From, and ETA.

LEGAL NOTICES legalnotice.org/pl/sfgate

Multiple legal notices including notices of hearing to accept a plan, public hearings, and various court notices.



**NOTICE OF PUBLIC HEARING**

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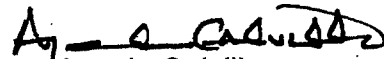
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Clerk of the Board

MAILED/POSTED: October 17, 2014  
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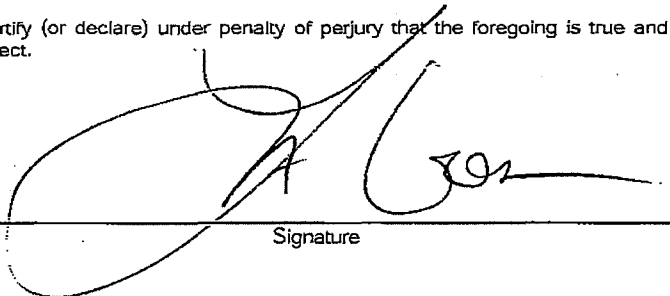
JEC - 141018 - Tentative Map Appeal - 639 Peralta Avenue - Hearing Notice

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN FRANCISCO CHRONICLE, a newspaper published in the English language in the city of SAN FRANCISCO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN FRANCISCO, State of California, under date of 11/13/1951, Case No.411596. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/18/2014

Executed on: 10/20/2014  
At SAN FRANCISCO, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Signature

CNS#: 2678767

**NOTICE OF PUBLIC HEARING  
BOARD OF SUPERVISORS OF THE  
CITY AND COUNTY OF  
SAN FRANCISCO**

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: Date: Tuesday, October 28, 2014 Time: 3:00 p.m. Location: Legislative Chamber, City Hall, Room 250, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

Subject: File No. 141018. Hearing of persons interested in or objecting to the decision of the Department of Public Works dated September 18, 2014, approving a Tentative Map for a 2-Unit New Construction Condominium Project located at 639 Peralta Avenue, Assessor's Block No. 5634, Lot No. 014. (District 9) (Appellant: Alexander M. Weyand, on behalf of William H. Bradley) (Filed September 25, 2014).

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on these matters may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in these matters, and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board and agenda information will be available for public review on Friday, October 25, 2014.



SPOTLIGHT ON RETAIL Market Data Provided by Bloomberg News

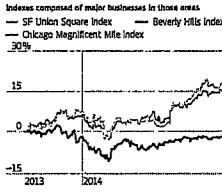
Starbucks' order-ahead app to start in Portland

By Leslie Patton

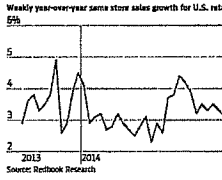
Starbucks Corp. is introducing an order-ahead mobile feature this year in Portland, Ore., in a bid to speed up service and boost sales. Mobile ordering will be available nationwide next year, after it begins in about 150 stores in the Portland area, the Seattle company said. "We do believe that this will increase our sales... in our stores," said Adam Brotman, Starbucks chief digital officer. "This is the beginning of a national rollout. We feel we're going to be constantly learning and improving how mobile ordering works."

Customers typically will have to wait about five minutes for their drinks and food to be ready after placing an order through the app, Brotman said. The company has about 12 million active users of its mobile app...

Retail stocks



Redbook Retail Growth Index



Retail exchange-traded funds

Table with 4 columns: ETF, Value of \$1000 invested over 1, 3, and 6 months. Includes Retail HOLDR, SPDR S&P Retail, etc.

Union Square Index

Table of Union Square Index components: Company, Value of \$1000 invested over 1 month, 3 months, 6 months. Includes Abercrombie/Fitch, Apple Inc, etc.

Chronicle Wine & Cheese Index

Table of Chronicle Wine & Cheese Index components: Company, Value of \$1000 invested over 1 month, 3 months, 6 months. Includes Borden De Ley, Beig Cheese Ltd, etc.



Starbucks wants to make it easier to order and pay for drinks through its mobile app.

Schultz handed over day-to-day management duties to Chief Operating Officer Troy Alstead this year so he could focus more on digital, mobile and loyalty programs.

Starbucks is planning to sell a Chestnut Praline Latte, its first new holiday beverage in five years. Starbucks also said it will sell no designs of gift cards during the season.

Starbucks stores in the U.S. The Associated Press contributed to this report.

Leslie Patton is a Bloomberg writer. E-mail: lpatton@bloomberg.net

Berkeley shift for bookstore

Books from page D1. Fourth Street location. "It's a perfect neighborhood for a bookstore, it really is," Tucker said, also citing the neighborhood's demographic. "They're readers." Tucker said space was also a deciding factor. "We do a tremendous amount of author events," he said, "and unfortunately it means dismantling the children's section every time we did an event."

John McMurtrie is book editor of The San Francisco Chronicle. E-mail: jmcmmurtrie@sfgate.com

Ship traffic

Table with columns: Date, Ship, Port, Status. Includes Due to arrive Saturday, Due to depart Saturday, etc.

LEGAL NOTICES

legalnotice.org/pl/sfgate

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS. Mayor's Office of Housing and Community Development. October 18, 2014. 415-501-3591. On or about October 18, 2014 the Mayor's Office of Housing and Community Development (MOHCD) will authorize the San Francisco Housing and Community Development (HCD) to release funds to the City of San Francisco...

NOTICE OF NONDISCRIMINATION POLICY. The San Francisco Unified School District (SFUSD) is committed to the belief that race, color, national origin, ethnic group, religion, gender, marital status, sexual orientation, disability, age, ancestry, language, national origin, and other characteristics should not be a basis for discrimination in any of its educational programs, admission policies, school administration, programs, athletic, scholarship and loan programs, living practices and programs, and activities presently or hereafter provided to its students, parents and employees. For more info visit: www.sfusd.net/parents/parents155156165.htm






**NOTICE OF PUBLIC HEARING**

**BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO**

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

- Date:** Tuesday, October 28, 2014
- Time:** 3:00 p.m.
- Location:** Legislative Chamber, City Hall, Room 250,  
1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102
- Subject:** File No. 141018. Hearing of persons interested in or objecting to the decision of the Department of Public Works dated September 18, 2014, approving a Tentative Map for a 2-Unit New Construction Condominium Project located at 639 Peralta Avenue, Assessor's Block No. 5634, Lot No. 014. (District 9) (Appellant: Alexander M. Weyand, on behalf of William H. Bradley) (Filed September 29, 2014).

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on these matters may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in these matters, and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board and agenda information will be available for public review on Friday, October 25, 2014.

  
Angela Calvillo  
Clerk of the Board

MAILED/POSTED: October 17, 2014  
PUBLISHED: October 18, 2014

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John Carroll  
S.F. BD OF SUPERVISORS (OFFICIAL NOTICES)  
1 DR CARLTON B GOODLETT PL #244  
SAN FRANCISCO, CA 94102

### COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE  
Ad Description JEC - 141018 - Tentative Map Appeal - 639 Peralta

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO CHRONICLE. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the Clerk of the Board. Publication date(s) for this notice is (are):

10/18/2014

CNS 2678767

#### NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

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THE INTER-CITY EXPRESS, OAKLAND	(510) 272-4747



\* A 0 0 0 0 0 3 5 7 1 2 8 8 \*

BUSINESS The Chronicle with Bloomberg

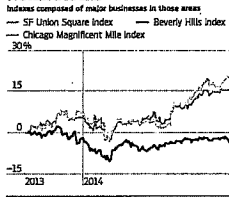
SPOTLIGHT ON RETAIL Market Data Provided by Bloomberg News

Starbucks' order-ahead app to start in Portland

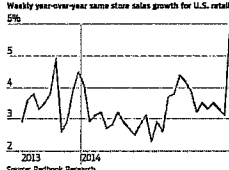
By Leslie Patton

Starbucks Corp. is introducing an order-ahead mobile feature this year in Portland, Ore., in a bid to speed up service and boost sales. Mobile ordering will be available nationwide next year, after it begins in about 150 stores in the Portland area, the Seattle company said. The company has been working on improving the speed of its service, which can be slowed down when customers order more complicated drinks or food items that have to be warmed up. The pay-ahead option is intended to help win over customers who might otherwise be discouraged by the lines and waits at Starbucks, particularly during the morning rush. "We do believe that this will increase our sales... in our stores," said Adam Brotman, Starbucks chief digital officer. "This is the beginning of a national rollout. We feel we're going to be constantly learning and improving how mobile ordering works." Starbucks' mobile-payment app, introduced in 2009, has been gaining in popularity among customers, and the com-

Retail stocks



Redbook Retail Growth Index



Retail exchange-traded funds

Table with 5 columns: ETF, Value of \$1000 Invested over, Class, 1 WK Chg, 3 months. Rows include Retail HOLDRS, SPDR S&P Retail.

Union Square Index

Table with 5 columns: Company, Value of \$1000 Invested over, Class, 1 WK Chg, 3 months. Rows include Abercrombie&Fitch, Apple Inc, bebe stores inc, etc.

Chronicle Wine & Cheese Index

Table with 5 columns: Company, Value of \$1000 Invested over, Class, 1 WK Chg, 3 months. Rows include Barin de Ley, Bega Cheese Ltd, Borgogna SA, etc.



Starbucks wants to make it easier to order and pay for drinks through its mobile app.

pany said in March that it accounts for about 14 percent of transactions in its U.S. stores. The chain also has attracted customers with a loyalty program that offers free drinks, food and refills after accumulating points from purchases. "Everyone is pressed for time and it seems like the world is moving faster," said Jack Russo, an analyst at Edward Jones & Co. in St. Louis. "We don't have time to be waiting in line." The app may boost sales by making visits to Starbucks cafes quicker and "less of a hassle," said Russo, who has a "hold" rating on Starbucks sales. The app will allow users to place their order before they arrive. At the Portland stores, the order-ahead app will be available only for iPhones. Starbucks will bring mobile ordering to Android users in the national rollout. Customers typically will have to wait about five minutes for their drinks and food to be ready after placing an order through the app, Brotman said. The company has about 12 million active users of its mobile applica-

tion in the U.S. and Canada, and it processes about 6 million mobile transactions in the U.S. every week, Chief Executive Officer Howard Schultz said on a conference call in July. Schultz handed over day-to-day management duties to Chief Operating Officer Troy Alstead this year so he could focus more on digital, mobile and loyalty programs. For the holiday season, Starbucks is planning to sell a Chestnut Praline Latte, its first new holiday beverage in five years. Starbucks also said it will sell 100 designs of gift cards during the season. There are about 11,700 Starbucks stores in the U.S. The Associated Press contributed to this report. Leslie Patton is a Bloomberg writer. E-mail: lpatton@bloomberg.net

Berkeley shift for bookstore

Books from page D1

Fourth Street location. "It's a perfect neighborhood for a bookstore, it really is," Tucker said, also citing the neighborhood's demographic. "They're readers." Tucker said space was also a deciding factor. "We do a tremendous amount of author events," he said, "and unfortunately it means dismantling the children's section every time we did an event." The store at 1760 Fourth St., a long and narrow space, is a little under 3,000 square feet. The new 1491 Shattuck Ave. space, at 3,400 square feet, is wider. Black Oak Books left the Shattuck Avenue space amid financial struggles and has since relocated to San Pablo Avenue in West Berkeley. Books Inc.'s relocation was first reported by the blog Berkeleystyle.

John McMurtrie is book editor of The San Francisco Chronicle. E-mail: jmcmurtrie@sfgate.com Twitter: @McMurtrieSF

Ship traffic

Table with 4 columns: Date, Ship, From, To. Rows include Dec 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.

LEGAL NOTICES legalnotice.org/pl/sfgate

NOTICE OF INTEREST TO REQUEST REPEAL OF FINES... NOTICE OF MONOGRAPHIC POLICY... NOTICE OF PUBLIC HEARING... NOTICE OF PUBLIC HEARING... NOTICE OF PUBLIC HEARING... NOTICE OF PUBLIC HEARING...

NOTICE OF MONOGRAPHIC POLICY... NOTICE OF PUBLIC HEARING... NOTICE OF PUBLIC HEARING... NOTICE OF PUBLIC HEARING... NOTICE OF PUBLIC HEARING...

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## Carroll, John (BOS)

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**From:** BOS Legislation (BOS)  
**Sent:** Friday, October 17, 2014 9:40 AM  
**To:** eshaw@wynlaw.com; pberlese@hbcondolaw.com; lou@geometrixsurvey.com; Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlena (CAT); Malamut, John (CAT); Nuru, Mohammed; Sanguinetti, Jerry; Sweiss, Fuad; Sanchez, Scott (CPC); Rodgers, AnMarie (CPC); Starr, Aaron (CPC)  
**Cc:** BOS Legislation (BOS); Lamug, Joy; Carroll, John (BOS)  
**Subject:** Tentative Map Appeal - 639 Peralta Avenue - Hearing Notice  
**Categories:** 141018

Good morning,

The Office of the Clerk of the Board has scheduled an appeal hearing for a Special Order before the Board on October 28, 2014, at 3:00 p.m.

Please find linked below the Hearing Notice for a Tentative Subdivision Map Appeal for a property at 639 Peralta Avenue.

### Hearing Notice

You are invited to review the entire matter on our [Legislative Research Center](#) by following the link below.

[Board of Supervisors File No. 141018](#)

Regards,

John Carroll  
Legislative Clerk  
Board of Supervisors  
San Francisco City Hall, Room 244  
San Francisco, CA 94102  
(415)554-4445 - Direct  
(415)554-5184 - General  
(415)554-5163 - Fax  
[john.carroll@sfgov.org](mailto:john.carroll@sfgov.org) | [board.of.supervisors@sfgov.org](http://board.of.supervisors@sfgov.org)

*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

Please complete a Board of Supervisors Customer Service Satisfaction form by clicking [here](#).

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

**PROOF OF MAILING**

Legislative File No. 141018

Description of Items: Tentative Map Appeal Hearing Notice  
For Property at 639 Peralta Avenue

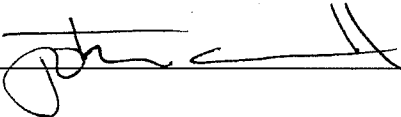
I, John Carroll, an employee of the City and County of San Francisco, mailed the above described document(s) by depositing the sealed items with the United States Postal Service (USPS) with the postage fully prepaid as follows:

Date: 10/17/2014 135 Pieces

Time: 9:15 a.m.

USPS Location: Clerk of the Board outgoing USPS pickup box

Mailbox/Mailslot Pick-Up Times (if applicable): N/A

Signature:  10.17.14

Instructions: Upon completion, original must be filed in the above referenced file.

## Carroll, John (BOS)

---

**From:** Lamug, Joy  
**Sent:** Tuesday, October 14, 2014 1:13 PM  
**To:** BOS Legislation (BOS)  
**Subject:** FW: 639 Peralta Ave  
**Attachments:** 5634014U.XLS

**Categories:** 141018

John,

Here's the list for the 639 Peralta Avenue Tentative Map Appeal in excel format. I requested the list from the Radius Services.

Thanks,

**Joy Lamug**  
**Legislative Clerk**  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102  
Direct: (415) 554-7712 | Fax: (415) 554-5163  
Email: [joy.lamug@sfgov.org](mailto:joy.lamug@sfgov.org)  
Web: [www.sfbos.org](http://www.sfbos.org)

**Please complete a Board of Supervisors Customer Service Satisfaction form by clicking [here](#).**

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---

**From:** [Radiusservices@aol.com](mailto:Radiusservices@aol.com) [mailto:[Radiusservices@aol.com](mailto:Radiusservices@aol.com)]  
**Sent:** Tuesday, October 14, 2014 1:01 PM  
**To:** Lamug, Joy  
**Subject:** 639 Peralta Ave

Hi Joy,

Here is the list, please see attached.

Thanks,  
Radius Services  
415.391.4775

William Bradley,  
c/o Alexander M. Weyand  
Weyand Law Firm, APC  
531 Howard Street, First Floor  
San Francisco, CA 94105

Dolmen Property Group, LLC DE  
c/o Michael Schinner  
96 Jessie St.  
San Francisco, CA 94109



AltaPacific Bank  
c/o Charles Hall  
3725 Westwind Blvd. Suite 100  
Santa Rosa, CA 95403

BLOCK LOT	OWNER	OADDR	CITY	STATE	ZIP
0001 001	RADIUS SERVICES NO. 5634014U	639 PERALTA AVE	DOLMEN	14	0409
0001 002	.....	.....	.....	.....	.....
0001 003	RADIUS SERVICES	1221 HARRISON ST #18	SAN FRANCISCO	CA	94103
0001 004	DOLMEN PRPTY GRP	1452 BROADWAY ST	SAN FRANCISCO	CA	94109
0001 005	.....	.....	.....	.....	.....
5550 001	SUSAN JEFFRIES-FITZGERALD	2927 MARINA DR	ALAMEDA	CA	94501-1635
5550 001A	LOURDES PORTILLO TRS	981 ESMERALDA AV	SAN FRANCISCO	CA	94110-5207
5550 047	WILLIAM VIERRA TRS	415 LIBERTY ST	SAN FRANCISCO	CA	94114-2950
5632 005	ANDREW BUTLER	26 BRADFORD ST	SAN FRANCISCO	CA	94110-5702
5632 006	TIFFANY RICARDO	32 BRADFORD ST	SAN FRANCISCO	CA	94110-5702
5632 007	HARDIMAN TRS	3648 PARK RIDGE DR	RICHMOND	CA	94806-6101
5632 008	NIRAJ HAZARI ETAL	44 BRADFORD ST	SAN FRANCISCO	CA	94110-5702
5632 009	SIMON LO	PO BOX 320002	SAN FRANCISCO	CA	94132-0002
5632 010	JULIAN WYLER ETAL	52 BRADFORD ST	SAN FRANCISCO	CA	94110-5702
5632 011	BARDELL BEVERSDORF	55 CARVER ST	SAN FRANCISCO	CA	94110-5705
5632 012	JACQUELINE PHILLIPS	43 CARVER ST	SAN FRANCISCO	CA	94110-5705
5632 013	JACQUELINE PHILLIPS	43 CARVER ST	SAN FRANCISCO	CA	94110-5705
5632 014	ILANA STRUBEL	35 CARVER ST	SAN FRANCISCO	CA	94110-5705
5632 015	JILL FRENCH	31 CARVER ST	SAN FRANCISCO	CA	94110-5705
5632 016	JORDAN KURLAND	27 CARVER ST	SAN FRANCISCO	CA	94110-5705
5632 021	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
5632 022	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
5633 003	CHRISTINE LORENCE	608 PERALTA AV	SAN FRANCISCO	CA	94110-5738
5633 004	DAVID DUMANIS TRS	614 PERALTA AV	SAN FRANCISCO	CA	94110-5738
5633 007	VISRAM BILQUISSE	626 PERALTA AV	SAN FRANCISCO	CA	94110-5738
5633 008	TONI RENEE RATCLIFF POWELL	38 GREENWOOD DR	S SAN FRANCISCO	CA	94080-5836
5633 009	BEAUMONT TRS	301 COLLEGE AV	SAN FRANCISCO	CA	94112-1111
5633 012	DAVID COMO	49 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 013	ARTURO RODRIGUEZ	45 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 014	DAVID DOSSANTOS	39 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 015	ELLIE ROSSITER	35 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 016	ARTHUR TERRY TRS	29 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 017	MICHAEL PECHINSKI	25 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 018	ISABEL CHAVEZ TRS	21 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 019	JEFFREY ROSENFELD	15 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 020	RONALD MOORE	9 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 021	KIRAN KATTEL & SHWET UPADHYAYA	1 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5633 023	LILLIAN JEAR TRS	606 PERALTA AV	SAN FRANCISCO	CA	94110-5738
5633 024	EDGAR WONG	1542 SACRAMENTO ST	SAN FRANCISCO	CA	94109-3810
5633 030	BETTY YIP TRS	2200 GELLERT BL #6107	S SAN FRANCISCO	CA	94080-5425
5633 031	SHIRLEY YIP	620 PERALTA AV	SAN FRANCISCO	CA	94110-5738
5633 032	LINDSAY LUTZ ETAL	622 PERALTA AV	SAN FRANCISCO	CA	94110-5738
5633 033	DEAN TAYLOR	624 PERALTA AV	SAN FRANCISCO	CA	94110-5738
5634 001	CABRAL & GUERRERO	402 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 002	GARY STRACH	404 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 003	VALERIE BARTH	250 MULLEN AV	SAN FRANCISCO	CA	94110-5332
5634 004	JEREMY SOLTERBACK ETAL	412 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 005	ANNA CHAN ETAL	416 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 006	ENGELMAN & MUROV	420 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 007	THERESA MAK	424 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 008	ETHELEY ARLANDERS	428 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 009	PING & NADINE YEE	432 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 010	ROBERT WARREN TRS	436 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 011	JOHN DOWNING ETAL	440 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 012	STATLER TRS	444 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5634 013	ELLIOTT PETRICKA	645 PERALTA AV	SAN FRANCISCO	CA	94110-5737
5634 014	WILLIAM BRADLEY	11015 MONAN ST	OAKLAND	CA	94605-5553
5634 015	D & L KIERNAN	637 PERALTA AV	SAN FRANCISCO	CA	94110-5737
5634 016	FREN & DRUMMOND TRS	1906 MISSION ST #10	SAN FRANCISCO	CA	94103-3405
5634 017	C & K HOPPE	631 PERALTA AV	SAN FRANCISCO	CA	94110-5737
5634 020	CHRISTINA JOH	619 PERALTA AV	SAN FRANCISCO	CA	94110-5737
5634 023	MILES ITO	2036 GROVE ST	SAN FRANCISCO	CA	94117-1124
5634 024	JIMMY PANAGIOTOPOULOS ETAL	2224 17TH AV	SAN FRANCISCO	CA	94116-1827
5634 028	DAVID STUART WRIGHT	611 PERALTA AV	SAN FRANCISCO	CA	94110-5753
5634 029	AMY SEIWERT	613 PERALTA AV	SAN FRANCISCO	CA	94110-5753

5634	030	BENJAMIN WARDE	615 PERALTA AV	SAN FRANCISCO	CA	94110-5753
5634	031	JOAN DEADY TRS	617 PERALTA AV	SAN FRANCISCO	CA	94110-5753
5635	006	MARIO GIORDANO	442 HOLLADAY AV	SAN FRANCISCO	CA	94110-5762
5635	007	EMILY BENKERT	454 HOLLADAY AV	SAN FRANCISCO	CA	94110-5762
5635	008	E & T COVELLO	448 HOLLADAY AV	SAN FRANCISCO	CA	94110-5762
5635	009	IOANNIS TOURLOS	447 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	010	JOSE MONTECINOS ETAL	443 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	011	BRANDON ADRIANO GRANDE	439 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	012	TILMAN & GRAHAM TRS	435 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	013	LUZ MARTINEZ	431 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	014	FONG TRS	427 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	015	ELVIN & DIERDRE SMITH	423 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	016	LINDA LUEVANO ETAL	419 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	017	ROBERT PRENTICE ETAL	415 FRANCONIA ST	SAN FRANCISCO	CA	94110-5735
5635	019	GERALD & SHELLEY JOHNSON	416 HOLLADAY AV	SAN FRANCISCO	CA	94110-5762
5635	020	BRETT ALLOR	420 HOLLADAY AV	SAN FRANCISCO	CA	94110-5762
5635	023	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
5635	024	H & D COLINA	208 SUMMIT DR	CORTE MADERA	CA	94925-1342
5635	027	DONNA AMADOR TRS	424 HOLLADAY AV	SAN FRANCISCO	CA	94110-5762
5635	028	EILEEN TURNER	428 HOLLADAY AV	SAN FRANCISCO	CA	94110-5762
5635	029	NINA KAISER	5026 HILLTOP DR	RICHMOND	CA	94803-1616
5635	030	EVERETT THOMAS ETAL	434 HOLLADAY AV	SAN FRANCISCO	CA	94110-5762
5636	020	SYLVIA PONGIGLIONE	511 FRANCONIA ST	SAN FRANCISCO	CA	94110-5741
5636	021	PHUNG & PAN	505 FRANCONIA ST	SAN FRANCISCO	CA	94110-5741
5636	022	JOHN WILSON	668 SHOTWELL ST	SAN FRANCISCO	CA	94110
5636	023	ANDRES MURGUIA	350 MAYFLOWER ST	SAN FRANCISCO	CA	94110-5766
5636	024	OANA GALICKI ETAL	525 FRANCONIA ST	SAN FRANCISCO	CA	94110-5741
5636	025	CALTRANS	111 GRAND AV	OAKLAND	CA	94612
5637	007	MARI TAKAHASHI	532 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5637	008	BROMLEY & CORKE	534 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5637	009	ESTHER COUSIN	536 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5637	010	BETH NEWMAN	150 MANCHESTER ST	SAN FRANCISCO	CA	94110-5217
5637	019	STEPHEN & MAGALY SUN	681 PERALTA AV	SAN FRANCISCO	CA	94110-5744
5637	020	PERALTA-MARIETTA LLC	926 A DIABLO AV #310	NOVATO	CA	94947
5637	021	OMAR SERANG	8032 MAGNOLIA BL W	SEATTLE	WA	98199
5637	022	WELLS FARGO BK NA	4101 WISEMAN BL	SAN ANTONIO	TX	78251-4200
5637	026	JEREMY HUBBARD	232 VALDEZ AV	SAN FRANCISCO	CA	94127-2122
5637	027	LISA LEIGHTON	651B PERALTA AV	SAN FRANCISCO	CA	94110-5744
5637	030	SHIRLEY NG TRS	665 PERALTA AV	SAN FRANCISCO	CA	94110-5744
5637	031	GRANT STEWART	661 PERALTA AV #4	SAN FRANCISCO	CA	94110-5750
5637	032	FORBES & REIKE	500 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5637	033	DIANA SLOWIEJKO	510 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5637	035	ROBERT HECTOR ETAL	520 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5637	036	ROBERT HECTOR ETAL	520 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5637	037	BRIAN TRINH	526 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5637	038	DIXON MERVIN VINICIO	530 FRANCONIA ST	SAN FRANCISCO	CA	94110-5742
5638	001	TAM & FEHLBERG TRS	650 PERALTA AV	SAN FRANCISCO	CA	94110-5755
5638	002	VALERIE & POUL HARRIS	652 PERALTA AV	SAN FRANCISCO	CA	94110-5755
5638	003	BARBARA NIELSEN	656 PERALTA AV	SAN FRANCISCO	CA	94110-5755
5638	004	MARIE JOHNSON GUSSIE TRS	660 PERALTA AV	SAN FRANCISCO	CA	94110-5755
5638	005	MULLEN TRS	65 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	006	ELAINE MAYERS	71 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	007	KELLY SINEAD ETAL	672 PERALTA AV	SAN FRANCISCO	CA	94110-5755
5638	008	LINDA SANDERS TRS	676 PERALTA AV	SAN FRANCISCO	CA	94110-5755
5638	009	POLONCARZ-WALTHALL TRS	680 PERALTA AV	SAN FRANCISCO	CA	94110-5755
5638	010	KUEN & PON TRS	684 PERALTA AV	SAN FRANCISCO	CA	94110-5755
5638	021	BROWN TRS	77 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	022	VINCENT KOLOSKI	73 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	023	ELAINE MAYERS	71 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	024	MULLEN TRS	65 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	025	ROGER DODGE	57 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	027	MULLEN TRS	65 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	028	LISA ROFEL	51 BRADFORD ST	SAN FRANCISCO	CA	94110-5701
5638	032	RINNA BLOCK FLOHR TRS	7030 DEVON WAY	BERKELEY	CA	94705-1723
5639	001	GREG KITCHEN	54 BRADFORD ST	SAN FRANCISCO	CA	94110-5702
5639	002	TODD JOHNSON & AMY ANTON	58 BRADFORD ST	SAN FRANCISCO	CA	94110-5702

5639	003	ROBERT WARREN TRS	436 FRANCONIA ST	SAN FRANCISCO	CA	94110-5736
5639	004	LEEL PEESAPATI & EVELY MICHAUT	66 BRADFORD ST	SAN FRANCISCO	CA	94110-5702
5639	005	EILEEN DONDELINGER	70 BRADFORD ST	SAN FRANCISCO	CA	94110-5702
5639	028	ERIK & MAUREEN LARKIN	57 CARVER ST	SAN FRANCISCO	CA	94110-5749
5639	040	CAROL POSACKI GREY	74 BRADFORD ST	SAN FRANCISCO	CA	94110-5702
9999	999	.....	.....	.....	..	..

## Carroll, John (BOS)

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**From:** BOS Legislation (BOS)  
**Sent:** Friday, October 03, 2014 4:38 PM  
**To:** eshaw@wynlaw.com; pberlese@hbcondolaw.com; lou@geometrixsurvey.com; BOS-Supervisors; BOS-Legislative Aides; Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlana (CAT); Malamut, John (CAT); Nuru, Mohammed; Sanguinetti, Jerry; Sweiss, Fuad; Sanchez, Scott (CPC); Rodgers, AnMarie (CPC); Starr, Aaron (CPC)  
**Cc:** BOS Legislation (BOS); Lamug, Joy; Carroll, John (BOS)  
**Subject:** Tentative Map Appeal - 639 Peralta Avenue  
**Categories:** 141018

Good afternoon,

The Office of the Clerk of the Board has scheduled an appeal hearing for a Special Order before the Board on October 28, 2014, at 3:00 p.m.

Please find linked below a letter regarding the appeal hearing for a Tentative Subdivision Map of a property at 639 Peralta Avenue.

[Clerk of the Board Letter 10/03/2014](#)

You are invited to review the entire matter on our [Legislative Research Center](#) by following the link below.

[Board of Supervisors File No. 141018](#)

Regards,

John Carroll  
Legislative Clerk  
Board of Supervisors  
San Francisco City Hall, Room 244  
San Francisco, CA 94102  
(415)554-4445 - Direct  
(415)554-5184 - General  
(415)554-5163 - Fax  
[john.carroll@sfgov.org](mailto:john.carroll@sfgov.org) | [board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)

*Disclosures: Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

Please complete a Board of Supervisors Customer Service Satisfaction form by clicking [here](#).

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

October 3, 2014

Alexander M. Weyand  
c/o Weyand Law Firm  
531 Howard Street, First Floor  
San Francisco, CA 94105

File No. 141018  
Appeal of Tentative Map - 639 Peralta Avenue  
Assessor's Block No. 5634, Lot No. 014  
2 Units New Construction Condominium Project

Dear Mr. Weyand:

This is in reference to the appeal you submitted on behalf of William H. Bradley concerning the approval of the subject Tentative Parcel Map for property located at:

639 Peralta Avenue, Assessor's Block No. 5634, Lot No. 014

A hearing date has been scheduled on **Tuesday, October 28, 2014, at 3:00 p.m.**, at the Board of Supervisors meeting to be held in City Hall, Legislative Chamber, Room 250, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Please provide to the Clerk's Office by:

**11 days prior to the hearing:** names and addresses of interested parties to be notified of the hearing in spreadsheet format; and

**8 days prior to the hearing:** any documentation which you may want available to the Board members prior to the hearing.

For the above, the Clerk's office requests one electronic file (sent to [bos.legislation@sfgov.org](mailto:bos.legislation@sfgov.org)) and one hard copy of the documentation for distribution.

**NOTE:** If electronic versions of the documentation are not available, please submit 18 hard copies of the materials to the Clerk's Office for distribution. If you are unable to make the deadlines prescribed above, it is your responsibility to ensure that all parties receive copies of the materials.

If you have any questions, please feel free to contact Legislative Deputy, Rick Caldeira at (415) 554-7711, or Legislative Clerks, Joy Lamug at (415) 554-7712, or John Carroll at (415) 554-4445.

Sincerely,



Angela Calvillo  
Clerk of the Board

- C:  
Project Sponsor, Dolmen Property Group, LLC, c/o Herzig and Berlese,  
Project Contact, Margaret J. Berlese  
Jon Givner, Deputy City Attorney  
Kate Stacy, Deputy City Attorney  
Marlena Byrne, Deputy City Attorney  
John Malamut, Deputy City Attorney  
Mohammed Nuru, Director, Public Works  
Jerry Sanguinetti, Manager, Public Works-Bureau of Street Use and Mapping  
Fuad Sweiss, City Engineer, Public Works  
Scott Sanchez, Zoning Administrator, Planning Department  
AnMarie Rodgers, Planning Department  
Aaron Starr, Planning Department

BOARD of SUPERVISORS



City Hall  
Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

October 15, 2014

**FILE NO. 141018**

Received from the Board of Supervisors-Clerk's Office a check in the amount of Two Hundred Ninety Eight Dollars (\$298), representing filing fee paid by Alexander Weyand of Weyand Law Firm on behalf of William Bradley (Appellant) for Appeal of Tentative Map for 639 Peralta Avenue.

**Public Works  
By:**

Nathan Rodis  
Print Name

*N. Rodis* 10/15/14  
Signature and Date

RECEIVED  
14 OCT 15 PM 3:54  
DEPT. PUBLIC WORKS  
DIRECTOR'S OFFICE  
*N. Rodis*



WEYAND LAW FIRM  
A PROFESSIONAL CORPORATION  
531 HOWARD ST FL 1  
SAN FRANCISCO, CA 94105-3036

WELLS FARGO BANK, N.A.  
www.wellsfargo.com  
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7084

9-29-14

PAY TO THE  
ORDER OF

Department of Public Works

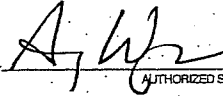
\$298 -

Two Hundred Ninety-Eight and xx/100

DOLLARS

MEMO :

Brady Appeal re 639 Poulter  
Tent. Settlement 1/18



AUTHORIZED SIGNATURE

Details on Back

Security Features Included

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.**

**Sponsor(s):**

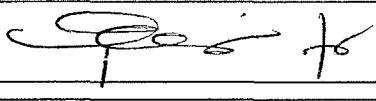
Clerk of the Board

**Subject:**

Public Hearing - Appeal of Tentative Map - 639 Peralta Avenue

**The text is listed below or attached:**

Hearing of persons interested in or objecting to the decision of Public Works, dated September 18, 2014, approving a Tentative Map for a 2-Unit New Construction Condominium Project located at 639 Peralta Avenue, Assessor's Block No. 5634, Lot No. 014. (District 9) (Appellant: Alexander M. Weyand, on behalf of William H. Bradley) (Filed September 29, 2014).

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: