

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

When recorded, mail to:
Mayor's Office of Housing and Community Development
City and County of San Francisco
1 South Van Ness Ave., 5th Floor
San Francisco, California 94103
Attn: Agnes Defiesta

APN: Lot 001, Block 0350
Address: 1000-1024 Market Street, San Francisco, CA

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

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(RESIDENTIAL)**

(Property Address: 1000 Market Street)

This First Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("First Amendment to Residential Deed of Trust") dated as of _____, 2023, is attached to and made a part of that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Residential) dated August 31, 2022, and recorded August 31, 2022, as Document Number DOC-2022083490 (the "Deed of Trust"). The Deed of Trust secures a loan in the amount of (the "Loan") made by the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation represented by the Mayor and acting through the Mayor's Office of Housing and Community Development ("City" or "Beneficiary"), to SAN CRISTINA L.P., a California limited partnership ("Borrower" or "Trustor"), whose address is P.O. Box 237, San Francisco, CA 94104, for rehabilitation expenses associated with the real property described in the attached **Exhibit A**.

The Loan was evidenced by that certain Amended and Restated Loan Agreement dated August 10, 2022, by and between Trustor and Beneficiary (the "Loan Agreement") and Secured Promissory Note dated August 10, 2022 (the "Consolidated Note"), a Declaration of Restrictions and Affordable Housing Covenant dated as of August 31, 2022 (the "Declaration") and the Deed of Trust.

Pursuant to that certain First Amendment to the Loan Agreement, Beneficiary agreed to increase the Consolidated Loan ("Additional Loan") by One Million Nine Hundred Ninety Three Thousand Six Hundred Ninety Four and No/100 Dollars (\$1,993,694) (the "Additional Loan Amount"), as evidenced by that certain Amended and Restated Secured Promissory Note ("Residential Note") executed by Borrower to the order of Beneficiary, each dated as of the date set forth above. The new amount of the Consolidated Loan is Four Million Seven Hundred Fifty Seven Thousand Seven Hundred Thirty and No/100 Dollars (\$4,757,730).

The Trustor agrees that the following covenants, terms, and conditions shall be part of and shall modify or supplement the Deed of Trust and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Deed of Trust, as amended by this First Amendment to Deed of Trust, the following covenants, terms, and conditions shall control and prevail:

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

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

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

- (a) performance of all present and future obligations of Trustor set forth in the Agreement, specifically compliance with certain restrictions on the use of the Property recited in that certain Declaration of Restrictions executed by Trustor, dated as of the date of and being recorded concurrently with this Deed of Trust, as it may be amended from time to time, that certain Amended and Restated Secured Promissory Note dated _____, 2023, made by Trustor to the order of Beneficiary (as it may be amended from time to time, the "Residential Note"), and performance of each agreement incorporated by reference, contained therein, or entered into in connection with the Agreement, as amended;
- (b) payment of the indebtedness evidenced by the Agreement as amended by that certain First Amendment to the Loan Agreement and the Consolidated Note in the original principal amount of Four Million Seven Hundred Fifty Seven Thousand Seven Hundred Thirty and No/100 Dollars (\$4,757,730), with interest, if any, according to the terms of the Agreement and the Residential Note;
- (c) payment of any additional sums Trustor may borrow or receive from Beneficiary, when evidenced by another note (or any other instrument) reciting that payment is secured by this Deed of Trust.

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

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

BENEFICIARY:

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

By: _____

Eric D. Shaw

Director, Mayor's Office of Housing and Community Development

SIGNATURE ABOVE MUST BE NOTARIZED

APPROVED AS TO FORM:

DAVID CHIU

City Attorney

By: _____

Deputy City Attorney

"TRUSTOR:"

SAN CRISTINA, L.P.,
a California limited partnership

By: CHP San Cristina LLC,
a California limited liability company,
its general partner

By: Community Housing Partnership,
a California nonprofit public benefit corporation (d/b/a, HomeRise), its sole
member/manager

By: _____
Name: Janea Jackson
Its: Chief Executive Officer

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT A
Legal Description of the Land

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

Street Address:
4840 Mission Street, San Francisco, CA 94112

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)
County of San Francisco)

On _____, _____, before me, Jennifer M. Collins, Notary Public, personally appeared _____, 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)