**EXEMPT FROM RECORDING FEES** )

**PURSUANT TO GOVERNMENT CODE** )

**SECTIONS:** **27383 and 27388.1(a)(2)(D)** ) )

Recording Requested by and )

When Recorded Please Return To: )

)

Department of Developmental Services )

Office of Community Development )

P.O. Box 944202, MS 7-20 )

Sacramento, California 94224-2020 )

Attn: Section Chief, CPP-HDO Housing )

)

**APN**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**DEPARTMENT OF DEVELOPMENTAL SERVICES**

**COMMUNITY PLACEMENT PLAN AND**

**COMMUNITY RESOURCE DEVELOPMENT PLAN PROGRAMS**

**DEED OF TRUST WITH ASSIGNMENT OF RENTS,**

**SECURITY AGREEMENT AND FIXTURE FILING**

**Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_**

Notice: This CPP/CRDP Deed of Trust, regardless of order of recordation, is subordinate to the Senior Lender’s deed of trust and the CPP/CRDP Restrictive Covenant recorded concurrently herewith.

This Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing (this “***CPP/CRDP Deed of Trust***”), dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, for reference purposes only, is entered into by [Name of HDO], a California nonprofit corporation, as trustor, whose business address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “***Borrower***” or “***Trustor***”), the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_title company, as trustee, who business address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “***Trustee***”), and the Department of Developmental Services, a public agency of the State of California as beneficiary and secured party whose business address is Office of Community Development, P.O. Box 944202, MS 7-20, Sacramento, California 94224-2020, Attn: Section Chief CPP-HDO Housing (the “***Beneficiary***” or “***Department***”).

1. Trustor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys, transfers and assigns to Trustee, in trust, with power of sale, the property located in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of California and legally described in **Exhibit A**, attached hereto and incorporated herein, which has the address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, California \_\_\_\_\_\_\_\_; together with all the building, structures, accessory dwelling units, and improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Trustor to collect and apply such rents), leases, subleases, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, flush toilets, basins, pipes, faucets and other plumbing and heating equipment, cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings, now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this CPP/CRDP Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this CPP/CRDP Deed of Trust is on a leasehold) are herein referred to as the "***Property***"; and together with all accounts, bank, reserve or other, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds arising from or related to the Property; together with all replacements, proceeds, additions and accessions to the foregoing, which shall be deemed to be and remain a part of the Property and covered by this CPP/CRDP Deed of Trust.
2. The interests herein conveyed are for the purpose of securing to Beneficiary: (1) the repayment of the indebtedness evidenced by [a promissory note entitled “Department of Developmental Services, Community Placement Plan and Community Resource Development Plan Programs, Promissory Note Secured by Deed of Trust, (Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_)” dated of even date herewith, executed by Trustor in favor of Beneficiary in the principal sum of \_\_\_\_\_\_\_\_\_\_ Dollars ($)\_\_\_\_\_\_\_ (the “***CPP/CRDP Note***”) or such lesser amount as shall equal the aggregate amounts disbursed to or on behalf of Trustor by Beneficiary, with interest thereon, if any],[or] [a profit participation agreement entitled “Department of Developmental Services, Community Placement Plan and Community Resource Development Plan Programs, Profit Participation Agreement, (Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_)” dated of even date herewith in the principal sum of \_\_\_\_\_\_\_\_\_\_\_ and No/Dollars ($\_\_\_\_\_\_) executed by Trustor to Beneficiary (the “***CPP/CRDP PPA***”)] and recorded concurrently with the recordation of this CPP/CRDP Deed of Trust], providing for full payment, due and payable as specified therein; (2) the performance of the covenants and agreements of Trustor incorporated herein by reference and contained herein or reciting it is so secured, including the provision that the Property shall be maintained and used solely for the benefit of Consumers, as defined therein; and (3) any other obligation or other evidence of indebtedness of Trustor to Beneficiary now or hereafter created, whether acquired by assignment from third parties, or otherwise, where such obligation specifically recites that it is secured by this CPP/CRDP Deed of Trust .
3. Trustor, Beneficiary and \_\_\_\_\_\_\_\_\_\_\_ Regional Center, a California nonprofit public benefit corporation dba \_\_\_\_\_\_\_\_ Regional Center (“***Regional Center***”) have entered into a restrictive covenant entitled “Department of Developmental Services, Community Placement Plan and Community Resource Development Plan Programs, Restrictive Covenant, (Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_)” dated of even date herewith (“***CPP/CRDP Restrictive Covenant***”); such instrument also encumbers the Property and is being recorded concurrently with the recordation of this CPP/CRDP Deed of Trust .This CPP/CRDP Deed of Trust, the CPP/CRDP Restrictive Covenant and the [CPP/CRDP Note][CPP/CRDP PPA] shall collectively be referred to as the “***CPP/CRDP Documents***.”
4. Trustor represents, warrants, covenants and agrees that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Trustor will warrant and defend generally the title of the Property against all claims and demands, subject to any liens, encumbrances, declarations, easements or restrictions of record as of the date of recordation of this CPP/CRDP Deed of Trust.

**NOW, THEREFORE**, Trustor and Beneficiary covenant and agree as follows:

1. Payment. Trustor shall promptly pay when due the indebtedness evidenced by the [CPP/CRDP Note][CPP/CRDP PPA] in accordance with its terms.
2. Charges; Liens. Trustor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Trustor making payment, when due, directly to the payee thereof. Trustor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and in the event Trustor shall make payment directly, Trustor shall promptly furnish to Beneficiary receipts evidencing such payments. Trustor shall pay when due all encumbrances, charges, and liens, on the Property or any portion thereof and payments on notes or other obligations secured by an interest in the Property or any portion thereof, with interest in accordance with the terms thereof. Trustor shall have the right to contest in good faith any claim or lien, or payment due thereunder, provided that Trustor does so diligently and without prejudice to Beneficiary.
3. Leasehold Estate. If the estate conveyed in trust by this CPP/CRDP Deed of Trust is a leasehold, Trustor agrees to fulfill all its obligations under the lease creating such leasehold. Trustor further agrees that it shall not enter into or agree to any termination, modification or amendment to such lease without the prior written approval of Beneficiary.
4. Insurance.
   1. General. Trustor shall keep the Property including, all improvements, all furniture, equipment, and other personal property now existing or hereafter erected on the Property, insured with loss payable to the Beneficiary (subject to the rights of senior lien holders) against loss or damage by fire and such other hazards, causalities and contingencies (including flood insurance if Property is located in a one hundred-year flood plain as designated by Federal Emergency Management Agency (FEMA) and liability insurance under policies, at all times, approved by the Beneficiary, by companies licensed to do business in the State of California and rated A- or higher in the most recent edition of A.M. Best Insurance Guide, on such forms on such forms and in such amounts, at least equal to the replacement value, as the Beneficiary may from time to time require, and to deliver certificates of all such policies to the Beneficiary, together with receipts, if requested, satisfactory to the Beneficiary evidencing of the payment of the premiums. The insurance carrier providing the insurance shall be chosen by Trustor subject to approval by the Beneficiary. Borrower shall provide the Beneficiary with thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Certificates evidencing renewal and any replacement policies, together with premium receipts, if requested, shall be delivered to the Beneficiary at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Beneficiary shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses. THE DEPARTMENT HEREBY DISCLOSES TO BORROWER IN WRITING THAT UNDER SECTION 2955.5 OF THE CALIFORNIA CIVIL CODE:

“No lender shall require a Borrower, as a condition of receiving or

maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.”

* + 1. All insurance policies and renewals thereof shall name Beneficiary as loss payee or additional insurance as applicable (subject to the rights of senior lienholders). The proof of insurance should indicate the specific name of the project and the property address. Beneficiary shall have the right to hold the policies and renewals thereof (or copies thereof), and Trustor shall promptly furnish to Beneficiary all renewal notices and all receipts of paid premiums. All premiums on insurance policies shall be paid by Trustor making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Beneficiary.
    2. If the Property is acquired by Beneficiary by foreclosure or otherwise, all right, title and interest of Trustor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary.
    3. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor. Unless Beneficiary otherwise agrees in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this CPP/CRDP Deed of Trust is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this CPP/CRDP Deed of Trust would be impaired, subject to the rights of senior lienholders, if any, the insurance proceeds shall be applied to the sums secured by this CPP/CRDP Deed of Trust with the excess, if any, paid to Trustor. If the Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within thirty (30) days from the date notice is mailed by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary’s option either to restoration or repair of the Property or to the sums secured by this CPP/CRDP Deed of Trust.
    4. All insurance coverage required by this Section 4 and the CPP/CRDP Documents shall be maintained for the full term of the CPP/CRDP Restrictive Covenant at Trustor’s expense. In the event the Trustor fails to maintain insurance coverage, Beneficiary may purchase insurance in such amounts and in such coverages as it may elect and all amounts paid therefor shall be secured by this CPP/CRDP Deed of Trust and shall bear interest and be subject to the provisions of Section 6 “Protection of Beneficiary's Security” below. Purchase of insurance by the Beneficiary shall not be considered a waiver by Beneficiary of any right or remedy under this CPP/CRDP Deed of Trust.
  1. Property and Hazard Insurance
     1. Trustor shall obtain property insurance policy which provides hazard “special form” coverage in an amount at least equal to the replacement value of the Property and improvements. The Department must be named as loss payee.
     2. In addition, Trustor shall insure against loss of all furniture, equipment and other personal property owned by Trustor related to the operation of the Property as a rental housing development, against loss of rents and all other coverage required under the terms of the CPP/CRDP Documents.
     3. If said improvements, or any part thereof, are at any time during the term of the CPP/CRDP Documents, is designated as being located within a one-hundred year flood plain by the Federal Emergency Management Agency (FEMA), Trustor shall further keep said improvements insured against loss by flood at a minimum of eighty percent (80%) of replacement cost.
  2. Liability Insurance. Trustor shall keep general liability insurance for the Property in the amount and type as required by Beneficiary. Beneficiary shall be named as an additional insured.

1. Maintenance of the Property. Trustor agrees:
   1. To keep the Property in a decent, safe, sanitary, rentable, tenantable condition and repair, and permit no waste thereof;
   2. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;
   3. Not to construct any buildings or improvements on the Property, other than the buildings and improvements approved by Beneficiary, or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;
   4. To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this CPP/CRDP Deed of Trust;
   5. To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;
   6. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Beneficiary's prior written consent; and
   7. Not to alter the use of all or any part of the Property without prior written consent of the Beneficiary.
2. Protection of Beneficiary's Security.
   1. Trustor shall protect the lien of this CPP/CRDP Deed of Trust including without limitation, the payment and performance of all obligations secured by any prior liens or deeds of trust, payment of taxes as provided herein on the Property, payment of insurance premiums as provided herein, payment of expenses and attorneys fees as provided herein. Trustor shall appear and defend any action or proceeding purporting to affect the security hereof or the rights of the Beneficiary. If Trustor fails to make the payments or perform the covenants and agreements contained in this CPP/CRDP Deed of Trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving insolvency, a bankrupt or decedent, then Beneficiary at Beneficiary's option, upon notice to Trustor, may make such appearances, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, disbursement for reasonable attorney's fees and entry upon the Property to make repairs.
   2. Any amounts disbursed by Beneficiary pursuant to this Section 6, with interest thereon, shall become an indebtedness of Trustor secured by this CPP/CRDP Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, in writing, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at ten percent (10%) per annum. Nothing contained in this Section 6 shall require Beneficiary to incur any expense or take any action hereunder.
3. Inspection. Upon reasonable prior notice, except in an emergency or following an event of default, in which event no notice shall be required, Beneficiary may make or cause to be made entries upon and inspections of the Property.
4. Condemnation.
   1. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, exercise of eminent domain, or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary subject to the rights of senior lien holders. The proceeds of such award or claim shall be applied as provided in Section 9 “Awards and Damages” below.
   2. If the Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds of any award to the sums secured by this CPP/CRDP Deed of Trust.
5. Awards and Damages. All judgments, awards of damages, settlements, claims paid and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property or any part thereof by insured casualty; and (c) any other taking, injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this CPP/CRDP Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the amounts collected and received by the Beneficiary, or the release thereof shall not cure or waive any default under this CPP/CRDP Deed of Trust. Any and all rights granted to Beneficiary by this paragraph shall specifically be subject to the rights of the holders of senior liens and encumbrances.
6. Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.
   1. This CPP/CRDP Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of Beneficiary as secured party for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Trustor hereby grants the Beneficiary a security interest in said items. This CPP/CRDP Deed of Trust is filed as a fixture filing as defined in California Commercial Code Section 9102(a)(40) and covers goods, which are or are to become fixtures. The address of the principal place of business of Beneficiary (secured party) from which information concerning the security interest may be obtained and the mailing address of Trustor (debtor) are set forth in this CPP/CRDP Deed of Trust. The types or items of collateral are described in Paragraph A of this CPP/CRDP Deed of Trust. Trustor agrees that the Beneficiary may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property. In addition, Trustor authorizes Beneficiary to file any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as the Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted by Beneficiary. Upon acceleration as provided in Section 18 “Acceleration; Remedies” the Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at the Beneficiary's option, may also invoke the other remedies provided in this CPP/CRDP Deed of Trust and the [CPP/CRDP Note][CPP/CRDP PPA] as to such items. In exercising any of said remedies, the Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of the Beneficiary's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this CPP/CRDP Deed of Trust, in the [CPP/CRDP Note][CPP/CRDP PPA], or by law or equity.
   2. Trustor agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as in any way derogating from or impairing this CPP/CRDP Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.
   3. Similarly, the mention in any such financing statement of (1) compensation for damage to or destruction of the Property by insured casualty, or (2) any judgment, award, or other compensation for a taking of the Property by eminent domain, or (3) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as anywise altering any of the Beneficiary's rights as determined by this CPP/CRDP Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document. However, such mention in the financing statement is declared to be for the protection of the Beneficiary in the event that any court or judge shall at any time hold with respect to (1), (2) or (3) of this paragraph that notice of the Beneficiary's priority of interest to be effective against a particular class of person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.
7. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary’s right to accelerate the maturity of the indebtedness secured by this CPP/CRDP Deed of Trust . Any extension of time for payment of amounts due hereunder or under the [CPP/CRDP Note][CPP/CRDP PPA] or of performance granted by Beneficiary to Trustor, shall not operate as a waiver or release of Trustor’s duties and obligations hereunder or under the [CPP/CRDP Note][CPP/CRDP PPA].
8. Remedies Cumulative. All remedies provided in this CPP/CRDP Deed of Trust are distinct and cumulative to any other right or remedy under this CPP/CRDP Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
9. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Trustor. If there are multiple Trustors, all covenants and agreements of Trustor shall be joint and several. The captions and headings of the paragraphs of this CPP/CRDP Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
10. Notice. Except for any notice required under applicable law to be given in another manner, any notices, demands or communications between the parties hereto shall be sufficiently given if (i) delivered by certified mail, postage prepaid, return receipt requested or by express delivery service with delivery receipt, to the address of the respective party as indicated herein, or to such other address as the respective party may have designated by written notice given to the other party in the manner provided herein or (ii) the recipient has actually received such notice, demand or other communication, notwithstanding the method of delivery. Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered, the date on which delivery was refused, or the date on which delivery was attempted.
    1. The address for DEPARTMENT is: Department of Developmental Services, Office of Community Development, P.O. Box 944202, MS 7-20, Sacramento, California 94244-2020.
    2. The address for the Trustor is set forth next to Trustor’s signature on this instrument.
11. Governing Law; Severability. The laws of the State of California shall govern this CPP/CRDP Deed of Trust. If any provisions of this CPP/CRDP Deed of Trust shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this CPP/CRDP Deed of Trust and all such other provisions shall remain in full force and effect unless, in the sole discretion of Beneficiary, the invalidity, illegality or unenforceability of the affected provision negates or impairs the purpose of Beneficiary’s CPP/CRDP Plans. If any provision of this instrument is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall be determined to have the meaning which renders it valid.
12. Trustor's Copy. Trustor shall be entitled to a conformed copy of the [CPP/CRDP Note][CPP/CRDP PPA] and this CPP/CRDP Deed of Trust at the time of execution or after recordation hereof.
13. Transfer of the Property; Assumption.
    1. If all or any part of the Property or an interest therein is sold or transferred by Trustor without Beneficiary’s prior written consent, Beneficiary may, at Beneficiary’s option, declare all the sums under the [CPP/CRDP Note][CPP/CRDP PPA] and other sums secured by this CPP/CRDP Deed of Trust to be immediately due and payable. Beneficiary may, prior to the sale or transfer, in the exercise of its sole discretion, reach agreement in writing with the transferee that the indebtedness under the [CPP/CRDP Note][CPP/CRDP PPA] may be assumed, provided Trustor’s successor in interest has executed a written assumption agreement accepted in writing by Beneficiary in its sole discretion. Beneficiary shall release Trustor from its obligations under this CPP/CRDP Deed of Trust only upon the assumption of the indebtedness by a successor in interest as set forth herein.
    2. If Beneficiary exercises its option to accelerate under Section 17(a) above, Beneficiary shall mail Trustor notice of such fact in accordance with Section 14 “Notice” hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is effective pursuant to Section 14 “Notice”, within which Trustor may pay the sums declared due. If Trustor fails to pay the sums due and furnish other documentation as may be required prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor, invoke any remedies permitted by Section 18 “Acceleration; Remedies” hereof and other remedies available at law or equity.
14. Acceleration; Remedies.
    1. Except as provided in Section 17 “Transfer of the Property; Assumption”, upon Trustor's breach of any covenant or agreement of Trustor in this CPP/CRDP Deed of Trust and/or the [CPP/CRDP Note][CPP/CRDP PPA], including the covenants to pay when due any sums secured by this CPP/CRDP Deed of Trust, Beneficiary shall mail notice to Trustor as provided in Paragraph 15 “Notice” hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than twenty (20) days from the date the notice is mailed to Trustor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this CPP/CRDP Deed of Trust and sale of the Property through foreclosure of this CPP/CRDP Deed of Trust. The notice shall further inform Trustor of the right to reinstate after acceleration as permitted by law.
    2. If the breach is not cured on or before the date specified in the notice, Beneficiary at Beneficiary's option may declare all of the sums secured by this CPP/CRDP Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law and/or equity. Beneficiary shall be entitled to collect from the Trustor, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.
    3. If Beneficiary invokes the power of sale, Trustee shall give and record such written notice of the default and election to sell as the law then requires as a condition precedent to a Trustee’s Sale. Beneficiary or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Trustor 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 lapse of such time as may be required by applicable law, Trustee, without demand on Trustor, 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 such order as Trustee may determine. 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. Beneficiary or Beneficiary's designee may purchase the Property at any sale.
    4. Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold 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: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (2) to all sums secured by this CPP/CRDP Deed of Trust ; and (3) the excess, if any, to the person or persons legally entitled thereto.
15. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.
    1. As additional security hereunder, subject to the rights of senior lien holders, Trustor hereby assigns to Beneficiary the rents of the Property, provided that Trustor shall, prior to acceleration under Paragraph 18 hereof (Acceleration; Remedies) or abandonment of the Property, have the right to collect such rents as they become due and use them in accordance with the provisions of the Agreement.
    2. Upon acceleration under Section 18 “Acceleration; Remedies” hereof or abandonment of the Property, Beneficiary, in person, by agent or by judicially appointed receiver (“***Receiver***”) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Beneficiary, or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on Receiver's bonds and reasonable attorney's fees, and then to the sums secured by this CPP/CRDP Deed of Trust. Beneficiary and the Receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and Section 19 shall operate subject to the claims of senior lien holders.
16. Delegation. Beneficiary has the right, from time to time, to delegate any of its duties, rights and functions under this CPP/CRDP Deed of Trust to a regional center selected by Beneficiary.
17. Reconveyance. Upon termination of the [CPP/CRDP Note][CPP/CRDP PPA], Beneficiary shall request Trustee to reconvey the Property and shall surrender this CPP/CRDP Deed of Trust. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.
18. Substitute Trustee. Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
19. Request for Notice. Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address.

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[signature page follows]

**IN WITNESS WHEREOF**, Trustor has executed this CPP/CRDP Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing as of the date first above written.

**TRUSTOR:**  **TRUSTOR’S ADDRESS:**

**HDO NAME**, a

California nonprofit public benefit corporation

By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **EXHIBIT “A” TO CPP/CRDP DEED OF TRUST**

### LEGAL DESCRIPTION OF THE PROPERTY

**ACKNOWLEDGEMENT**

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 that document.

State of California )

)

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a 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)*