

**Recording Requested By and  
When Recorded Return to:**  
Contra Costa County  
Neighborhood Preservation Program  
30 Muir Road  
Martinez, CA 94553

No fee for recording pursuant to  
Government Code Section 27383

APN: [APN]

**CONTRA COSTA COUNTY  
NEIGHBORHOOD PRESERVATION PROGRAM**

**DEED OF TRUST**

**Loan No. [Loan number]**

This deed of trust ("Deed of Trust") is made on [Execution Date (e.g. April 1, 2015)], by [list all parties on title] (the "Borrower") and Contra Costa County, a political subdivision of the State of California, as trustee (the "Trustee"), whose address is 30 Muir Road, Martinez, California 94553, in favor of Contra Costa County, a political subdivision of the State of California ("Lender") whose address is 30 Muir Road, Martinez, California 94553.

**1. BORROWER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED, HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to Trustee in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest now held or hereafter acquired in and to that real property located in the County of Contra Costa, State of California, which currently has the address of [Property address], which is more particularly described in the attached Exhibit A, together with all buildings and improvements now or hereafter erected on the property, and all appurtenances, easements, and fixtures now or hereafter affixed to, placed upon or used in connection with the property, together such articles of property (together, the "Property"). The Property is hereby pledged and assigned, transferred, and set over onto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of Borrower now or hereafter situated on said real property are not intended to be included as part of the Property.

**2. THIS FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS:**

**2.1.** Repayment of the indebtedness evidenced by that certain promissory note of the Borrower dated [Execution Date of Promissory Note], for the benefit of Lender in the principal amount of [Loan amount (spelled out)] Dollars (\$[Loan amount]) (the "Note"), together with interest on such indebtedness according to the terms of the Note, and any and all amendments, modifications, extensions or renewals of the Note.

**2.2.** Payment of such additional sums, with interest thereon:

- (a) As may hereafter be borrowed from Lender by the then-record owner of the Property and evidenced by a promissory note or notes reciting that it or they are so secured and all modifications, extensions, or renewals of the Note.
- (b) As may be incurred, paid, or advanced by Lender, or as may otherwise be due to Trustee or Lender, under any provision of this Deed of Trust and any modification, extension, or renewal of this Deed of Trust.
- (c) As may otherwise be paid or advanced by Lender to protect the security or priority of this Deed of Trust.

**2.3.** Performance of each obligation, covenant, and agreement of Borrower contained in this Deed of Trust, the Note, or any other document executed by Borrower in connection with the loan(s) secured by this Deed of Trust, and all amendments to these documents.

**3. BORROWER COVENANTS:**

Borrower hereby covenants to maintain and preserve the lien of this Deed of Trust until the Note and any other sums owed to Lender pursuant to the Note or this Deed of Trust have been paid in full. As additional consideration for the obligation(s) evidenced by the Note, Borrower covenants as follows:

**3.1. Title.** That Borrower is the lawful owner of the Property, and that Borrower has good, right, and lawful authority to grant the Property as provided in this Deed of Trust and will warrant and defend the grant against all claims and demands.

**3.2. Payment of Principal and Interest.** That Borrower shall promptly pay, when due, the principal and interest on the Note, and such other charges as are provided in the Note and such other amounts as are provided under this Deed of Trust.

**3.3. Maintenance of the Property.** Borrower shall maintain the Property in a decent, safe, sanitary, tenantable condition and will not structurally alter any improvements thereon without the prior written consent of the Lender, nor remove or demolish them in whole or in part, nor will Borrower suffer any waste of the Property or make any change in the use of the Property that will in any way increase any ordinary fire or other hazard insurance premiums or permit anything that may in any way impair the security of this Deed of Trust.

**3.4. Appear and Defend.** Borrower shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which the Lender or Trustee may appear, and in any suit brought by the Lender to foreclose this deed.

**3.5. Payment of Taxes and Utility Charges.** Borrower shall pay, at least ten (10) days before delinquency all taxes and assessments affecting the Property when due, all encumbrances, charges and liens, fines and impositions attributable to the Property, leasehold payments on ground rents, if any, and any interest on the Property or any part thereof; all costs, fees, and expenses of this trust. Borrower shall

make such payments when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and Borrower shall promptly furnish to Lender receipts evidencing all such payments made.

**3.6. Insurance.** To keep the Property insured for the mutual benefit of Borrower and Lender, against loss by fire, flood, and such other casualties and contingencies and by such companies on such forms reasonably satisfactory to the Lender in an amount not less than 100% of the then full replacement cost of the improvements. All such policies are to provide that the Lender be given thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or material change in the coverage afforded by it. Renewal policies and any replacement policies, together with premium receipts satisfactory to the Lender, are to be delivered to the Lender at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor Lender, 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. All insurance proceeds for such losses must be utilized for the repair or restoration of the insured property.

**3.7. Payments and Discharge of Liens.** Borrower shall pay, when due, all claims of every kind and nature, including any mortgage, deed of trust, or other security agreement with a lien that has priority over this Deed of Trust, which are, or might or could become a lien on the Property or any part thereof; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments that are not delinquent, although by law are given the status of a lien, and (b) such of the above claims as are, and only during the time they are, being contested by Borrower in good faith and by appropriate legal proceedings, and Borrower shall post security for the payment of these contested claims as may be requested by the Lender. Borrower shall not default in the payment or performance of any obligation secured by a lien, mortgage or deed of trust that is superior to this Deed of Trust.

**3.8. Principal Place of Residence.** Borrower shall occupy the Property as Borrower's principal place of residence during the term of the loan.

**3.9. Compliance Report.** Borrower shall provide Lender with an annual compliance report upon request of Lender. Such report shall include the following: (a) evidence of Borrower's occupancy of the Property as Borrower's principal place of residence, (b) evidence of payment of property taxes and hazard insurance, and (c) other information reasonably required by Lender or Lender's designee.

#### **4. IT IS MUTUALLY AGREED THAT:**

**4.1. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and Section 2.1 will be applied by Lender first to interest payable on the Note and then to the principal due on the Note.

**4.2. Future Advances.** Upon request by Borrower, Lender, at Lender's option, may make future advances to Borrower. All such future advances, with interest thereon, will be added to and become a part of the indebtedness secured by this Deed of Trust when evidenced by promissory note(s) reciting that such note(s) are secured by this Deed of Trust.

**4.3. Disbursements to Protect Lender's Security.** All sums disbursed by Lender to protect and preserve the Property, this Deed of Trust, or Lender's security for the performance of Borrower's obligations under the Note are and are to be deemed to be an indebtedness of Borrower secured by this

Deed of Trust.

**4.4. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale or any instrument secured by the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Section 4.4, with interest thereon, is additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts are payable upon notice from Lender to Borrower requesting payment thereof, and will bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section 4.4 requires Lender to incur any expense or take any action hereunder.

**4.5. Inspection.** Lender or its agent may make or cause to be made reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to any such inspection specifying reasonable cause for the inspection.

**4.6. Awards and Damages.** All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking 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 injury or damage to all or any part of the Property, are hereby assigned to and are to be paid to Lender. Lender 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 to any indebtedness or obligation secured hereby, in such order and manner as the Lender determines at its option. Lender is entitled to settle and adjust all claims under insurance policies provided under this 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 Lender may be released to Borrower upon such conditions as Lender may impose for its disposition. Application of all or any part of the amounts collected and received by Lender or the release thereof will not cure or waive any default under this Deed of Trust. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

**4.7. Prohibition on Transfers of Interest.** With the exception of the transfers permitted in Section 4.11 below, if all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, subject to the requirements of paragraph (a) of Section 5.2, declare all the sums secured by this Deed of Trust to be immediately due and payable.

**4.8. Sale or Forbearance.** No sale of the Property, forbearances on the part of the Lender or extension of the time for payment of the indebtedness hereby secured will operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part.

**4.9. The Lender's Rights to Release.** Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, Lender may, at any time and from time to time without notice, (i) release any person from liability for the payment of any or all such indebtedness, (ii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, or (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof.

**4.10. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to the Property. Such person or persons shall pay all costs of recordation, if any. The recitals of any matters or facts in the reconveyance will be conclusive proof of the truthfulness of them.

**4.11. Permitted Transfers.** Notwithstanding any other provision of the Note or this Deed of Trust, the following transfers will not be deemed to be a default under the Note or this Deed of Trust:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.
- (b) A transfer of the Property where the spouse or registered domestic partner becomes an owner of the property.
- (c) A transfer of the Property resulting from a decree of dissolution of marriage or domestic partnership, from a legal separation or from an incidental property settlement agreement by which the spouse or registered domestic partner becomes an owner of the Property.
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

## **5. EVENTS OF DEFAULT**

**5.1. Events of Default.** Any one or more of the following events constitutes a default under this Deed of Trust: (a) the Borrower fails to occupy the Property as the Borrower's principal residence; (b) default or breach by Borrower of any covenant required to be performed by Borrower under the terms of the Note, this Deed of Trust, any other documents made in connection with the loan, or other loans secured by the Property; (c) the sale, transfer, hypothecation, assignment or encumbrance by Borrower of the Property or any interest therein, other than as permitted in Section 4.11; (d) failure of Borrower to maintain insurance, pay taxes and assessments, or maintain and repair the Property; (e) failure of Borrower to timely submit any required compliance reports to Lender; (f) failure of the Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest or otherwise, when and as the same becomes due and payable, whether at maturity or by acceleration or otherwise; (g) until the first anniversary of the recording of this deed of trust, the failure of any person listed on the Borrower's application as a proposed resident to occupy the Property as his or her principal residence; (h) any material misrepresentation on the loan application or subsequent documents required by Lender of the

intended or actual occupants of the Property; or (j) the occurrence of any event which, under the terms of any deed of trust that is senior to this Deed of Trust or the note such deed of trust secures entitles the senior lender to exercise the rights or remedies thereunder.

## **5.2. Acceleration and Sale.**

- (a) **Acceleration.** Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust or the occurrence of a default hereunder, or upon Borrower's failure to make any payment or to perform any of its obligations, covenants and agreements pursuant to the Note, Lender shall mail notice to Borrower as provided in Section 6.8 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than thirty (30) days from the date the notice is mailed to Borrower, 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 Deed of Trust and sale of the Property. The notice must further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this 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. Lender is entitled to collect from the Borrower, 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 attorneys' fees.
- (b) **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower has the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (1) Borrower pays Lender all sums which would then be due under this Deed of Trust and the Note, had no acceleration occurred; (2) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (3) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.
- (c) **Sale.** After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, 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 and place fixed by the preceding postponement. Any person, including Borrower, Trustee or Lender, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee and of this Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Note or otherwise, or representing advances made or costs or expenses paid or incurred by the Lender under this Deed of Trust, or the secured obligations or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured thereby, including interest as provided in this Deed of Trust, the secured obligations or any other such instrument, in such order as the Lender directs; and then the remainder, if any, is to be paid to the person or persons legally entitled thereto.

- (d) **Assignment of Rents; Appointment of Receiver; Lender in Possession.** Upon acceleration under paragraph (a) of Section 5.2 hereof or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) is entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (if any) including those past due. All rents collected by Lender or the receiver are to 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 attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver are liable to account only for those rents actually received. The provisions of this paragraph and paragraph (a) of Section 5.2 shall operate subject to the claims of prior lien holders.

**5.3. Exercise of Remedies; Delay.** No exercise of any right or remedy by Lender or Trustee hereunder constitutes a waiver of any other right or remedy herein contained or provided by law, and no delay by the Lender or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

**5.4. Trustee Substitution.** The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Lender, to be exercised at any time hereafter, without specifying any reason therefore by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Lender deems advisable. The exercise of said power of appointment, no matter how often, is not to be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

**5.5. Remedies Cumulative.** No remedy herein contained or conferred upon Lender or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the

Lender or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

## **6. MISCELLANEOUS PROVISIONS**

**6.1. Successors, Assigns, Gender, Number.** The covenants and agreements contained in this Deed of Trust bind, and the benefit and advantages under it inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number includes the plural, and the plural the singular, and the use of any gender is applicable to all genders.

**6.2. Headings.** The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof.

**6.3. Actions on Behalf of the Lender.** Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by Lender is required or permitted under this Deed of Trust, such action is to be in writing.

**6.4. Terms.** The word "Lender" means the present Lender, or any future owner or holder, including the pledgee of the indebtedness secured hereby.

**6.5. Obligations of Borrower.** If more than one person has executed this Deed of Trust as "Borrower," the obligations of all such persons hereunder are joint and several.

**6.6. Severability.** If any provision of this Deed of Trust is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired.

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

**6.8. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust is to be given by mailing such notice by certified mail directed to the Property address or any other address Borrower designates by notice to Lender as provided herein; and, (b) any notice to Lender is to be given by certified mail, return receipt requested, to Contra Costa County, Neighborhood Preservation Program, 30 Muir Road, Martinez, California, 94553, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust will be deemed to have been given to Borrower or



Lender when given in the manner designated herein.

Borrower requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinabove set forth.

**6.9. Beneficiary Statement.** Lender may collect a fee for furnishing the beneficiary statement in an amount not to exceed the amount as provided by Section 2943 of the Civil Code of California.

**6.10. Use of Property.** Borrower shall not permit or suffer the use of any of the Property for any purpose other than as a single family residential dwelling.

**IN WITNESS WHEREOF**, Borrower has executed this Deed of Trust on the day and year first set forth above. By signing below, Borrower agrees to the terms and conditions as set forth above.

**Borrower**

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

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

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

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

\_\_\_\_\_  
(Space Below This Line For Acknowledgments) \_\_\_\_\_

### **Acknowledgements**

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

State of CALIFORNIA

County of CONTRA COSTA §

On \_\_\_\_\_ before me, \_\_\_\_\_, 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.

\_\_\_\_\_ (seal)

(This area for official notarial seal)

**Exhibit A**

**Legal Description of Property**

[Legal description of property (found in the Lot Book or Title Report)]

APN: [APN No. (if not included in the legal description)]

**END OF DOCUMENT**