

Recording Requested By

[ \_\_\_\_\_ ]

And When Recorded Mail To:

Pacific Western Bank  
130 S. State College Boulevard  
Brea, California 92821

Space Above For Recorder's Use

**LOAN SUBORDINATION AGREEMENT  
(Solvang Senior Apartments - HOME Loan)**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LIEN OF A DEED OF TRUST ON THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Loan Subordination Agreement (this "**Subordination Agreement**") is dated for reference purposes as of \_\_\_\_\_, 20\_\_ by 1758 LAUREL AVE., L.P., a California limited partnership (the "**Borrower**"), and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "**Junior Lender**"), in favor of PACIFIC WESTERN BANK, a California state-chartered bank (the "**Senior Lender**").

**Factual Background**

A. Borrower is the fee owner of certain real property and the improvements located thereon (collectively, "**Property**") more particularly described on Exhibit A attached hereto.

B. Pursuant to that certain Loan Agreement (the "**Senior Loan Agreement**") dated as of \_\_\_\_\_, 2014, Senior Lender agreed to make a loan to Borrower in the aggregate principal amount of Seven Million Three Hundred Forty Thousand and No/100 Dollars (\$7,340,000.00) (the "**Senior Loan**") to finance a portion of the costs of a multifamily apartment project (the "**Project**") on the Property.

C. The Senior Loan is evidenced by that certain Promissory Note executed by Borrower in favor of Senior Lender in the aggregate principal amount of the Senior Loan (the "**Senior Note**"). The obligations of Borrower under the Senior Loan Agreement and Senior Note are secured by, among other things, that certain Deed of Trust (as amended from time to time, the "**Senior Deed of Trust**") dated as of even date with the Senior Loan Agreement, executed by Borrower in favor of Senior Lender, encumbering Borrower's right, title and interest in and to the Property to be recorded in the Official Records of the County of Santa Barbara, State of California ("**Official Records**") substantially concurrently herewith.

D. The Senior Loan Agreement, the Senior Note, the Senior Deed of Trust, and the other Related Documents (as defined in the Senior Loan Agreement) are hereinafter collectively referred to as the "**Senior Loan Documents**".

E. Junior Lender and Borrower are parties to that certain HOME Loan Agreement pursuant to the federal HOME Investment Partnerships Program dated \_\_\_\_\_, 2014 (the "**HOME Agreement**"), pursuant to which Junior Lender agreed to make a loan to Borrower in the original principal amount of One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) (the "**Subordinated Loan**"). The Subordinated Loan is evidenced by that certain HOME Loan Promissory Note (the "**Subordinated Note**"), dated \_\_\_\_\_, 20\_\_, in the original principal amount of the Subordinated Loan, and secured by that certain (i) HOME Loan Deed of Trust dated as of even date with the Subordinated Note (the "**Subordinated Deed of Trust**") and recorded \_\_\_\_\_, 20\_\_ as Document No. [\_\_\_\_\_] in Official Records and encumbering the Property, and (ii) HOME Loan Regulatory Agreement dated as of even date with the Subordinated Deed of Trust (the "**HOME Regulatory Agreement**") and recorded \_\_\_\_\_, 20\_\_ as Document No. [\_\_\_\_\_] in Official Records and Financing Statement recorded \_\_\_\_\_, 20\_\_ as Document No. [\_\_\_\_\_] in Official Records. The HOME Agreement, the Subordinated Note, the Subordinated Deed of Trust, the Home Regulatory Agreement, the Financing Statement and all other documents which evidence, guaranty, secure, or otherwise pertain to the Subordinated Loan are collectively referred to herein as the "**Subordinated Documents**" or "**Subordinated Loan Documents**".

F. It is a condition to Senior Lender's execution and delivery of the Senior Loan Documents that (i) the Senior Deed of Trust unconditionally be and remain at all times a lien, claim, and charge upon the Property unconditionally prior and superior to the liens, claims, and charges of the Subordinated Deed of Trust, and (ii) the Subordinated Loan and Subordinated Loan Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Senior Loan and Senior Loan Documents.

G. It is to the mutual benefit of the parties that Senior Lender consent to the execution and delivery of the Senior Loan Documents and this Subordination Agreement, and Junior Lender is willing that the Senior Deed of Trust constitute a lien, claim, and charge upon the Property unconditionally prior and superior to the liens, claims, and charges of the Subordinated Deed of Trust, and that the Subordinated Loan and Subordinated Loan Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Senior Loan and Senior Loan Documents.

### **Agreement**

1. **Subordination.** The Senior Deed of Trust, and any and all renewals, modifications, supplements, extensions, or advances thereunder or secured thereby (including interest thereon), are unconditionally and will remain at all times, a lien, claim, or charge on the Property prior and superior to the Subordinated Deed of Trust and other Subordinated Documents. The Subordinated Loan and Subordinated Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Senior Loan and Senior Loan Documents, and all claims (including any claims with respect to proceeds from insurance policies or awards paid to Borrower arising from the condemnation of the Property), rights and

remedies therefor are hereby subordinated and made subsequent and inferior to the Senior Loan and Senior Loan Documents and any claims, rights, and remedies arising out of, or in connection therewith.

2. **Acknowledgements and Agreements of Junior Lender.** Junior Lender declares, acknowledges, and agrees that:

2.1 Senior Lender would not consent to the execution and delivery of the Senior Loan Documents without this Subordination Agreement;

2.2 Junior Lender consents to all provisions of the Senior Deed of Trust and the Senior Loan Documents;

2.3 In making disbursements, Senior Lender is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of the Senior Loan proceeds; and

2.4 Junior Lender intentionally and unconditionally waives, relinquishes, subjects, and subordinates the liens, claims, and charges of the Subordinated Documents, and all of the Junior Debt (as defined below), in favor of the Senior Debt (as defined below), the Senior Loan Documents and the lien, claim, and charge upon the Property of the Senior Deed of Trust, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into, that would not be made or entered into but for Senior Lender's reliance upon this waiver, relinquishment, subjection, and subordination.

3. **Priority of Payment.** Junior Lender irrevocably consents and directs that the Senior Loan and any and all present and future indebtedness, liabilities, and obligations secured by the Senior Loan Documents (the "**Senior Debt**") shall be paid in full prior to Borrower making any payment with respect to the Subordinated Loan and any and all of the present and future indebtedness, liabilities, and obligations secured by the Subordinated Loan Documents (the "**Junior Debt**"). Junior Lender will and Senior Lender is authorized to, in the name of Junior Lender from time to time, to execute and file such financing statements and other documents as Senior Lender may require in order to give notice to other persons and entities of the terms and provisions of this Subordination Agreement. Notwithstanding any of the foregoing to the contrary, so long as no default shall exist under the Senior Loan Documents, Junior Lender shall be entitled to receive payment of principal, interest and other amounts, if any, due to Junior Lender pursuant to the Subordinate Loan Documents, but Junior Lender shall not be entitled to receive from Borrower or retain any sums required to be applied to other uses under the terms of the Senior Loan Documents or paid to Senior Lender under the terms of the Senior Loan Documents. Junior Lender agrees that any payments or proceeds received by Junior Lender in contravention of the terms and provisions of this Subordination Agreement will be deemed to be held in trust for Senior Lender and promptly delivered to Senior Lender.

4. **Limitation on Exercise of Remedies by Junior Lender.**

4.1 Junior Lender hereby agrees that it shall not (i) demand, sue for or commence any legal proceeding to collect any of the Junior Debt, accelerate the payment of the Junior Debt or commence, vote or take any action in respect of any Bankruptcy Action (as defined below) or exercise any of its rights under the Subordinate Loan Documents without Senior Lender's prior written consent unless and until the Senior Debt shall have been paid in full, (ii) receive or be entitled to receive any portion of the Junior Debt at any time during which a default shall exist with respect to the Senior Debt or Junior Lender shall be in breach of its obligations hereunder, or (iii) accept or obtain any lien, pledge or security interest as security for the Junior Debt.

4.2 Junior Lender hereby waives any right it may have to require that the Senior Lender marshal any assets of Borrower in favor of the Junior Lender (including, without limitation, any such right afforded under California Civil Code Sections 2899 and 3433) and the Junior Lender agrees that it shall not acquire, by subrogation or otherwise, any lien, estate, right or other interest in any of the Property or the proceeds therefrom that is or may be prior to any of the Senior Loan Documents.

4.3 Until the earlier of (i) ninety-one (91) days following the satisfaction in full of the Senior Debt or (ii) ninety-one (91) days following the acquisition of the Property by Senior Lender by foreclosure, deed-in-lieu of foreclosure or otherwise, Junior Lender shall not acquiesce in, petition or otherwise invoke or cause any other person to invoke the process of the United States of America, any state or other political subdivision thereof or any other jurisdiction, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government for the purpose of commencing or sustaining a case against Borrower, under a Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of Borrower or all or any part of its property or assets or ordering the winding-up or liquidation of the affairs of Borrower.

4.4 Junior Lender shall not institute any judicial or administrative proceeding against Borrower or Senior Lender which directly or indirectly would interfere with or delay the exercise by the Senior Lender of its rights and remedies in respect of the Property or any part thereof or under the Senior Loan Documents or this Subordination Agreement. Without limiting the generality of the foregoing, in the event of a bankruptcy or insolvency of Borrower, the Junior Lender shall not object to or oppose any efforts by the Senior Lender to obtain relief from the automatic stay under Section 362 of the United States Bankruptcy Code or to seek to cause such entity's bankruptcy estate to abandon the Property or any portion thereof that is subject to the Senior Deed of Trust.

4.5

5. **No Assignment, Modification or Participation.** So long as any of the Senior Debt remains outstanding, Junior Lender hereby agrees not to assign, transfer, pledge or grant participations in any rights, claims or interests of any kind in or to the Junior Debt without first obtaining Senior Lender's prior written consent. Junior Lender shall not modify the Subordinate

Loan Documents without Senior Lender's prior written consent, which consent shall not be unreasonably withheld provided that such modification shall not enlarge the obligations of Borrower with respect to the Junior Debt. Any such transfer, assignment or pledge, or modification without Senior Lender's consent shall be void.

6. **Subordination Continuing.** This Subordination Agreement is a continuing agreement of subordination, and Senior Lender may continue, without notice to holders of the Junior Debt, to extend credit or other accommodations or benefits and loan money to or for the account of Borrower in reliance hereon until the Senior Debt has been paid in full. It is further understood and agreed that Senior Lender may, at any time in Senior Lender's discretion, modify any of the terms or provisions of the Senior Loan Documents and any other documents evidencing, securing and/or guarantying the Senior Loan, renew or extend the time of payment of all or any portion of the Senior Debt, waive or release any collateral which may be held therefor or release any party directly or indirectly liable for payment of any portion of the Senior Debt at any time, and in furtherance thereof make and enter into any agreements Senior Lender deems proper or desirable, without notice to or further assent from the Junior Lender, without in any manner impairing or affecting this Subordination Agreement or Senior Lender's rights hereunder, so long as such modifications do not materially affect the rights of the holders of the Junior Debt under the Subordinated Loan Documents.

7. **Notices.**

7.1 Junior Lender agrees to give Senior Lender copies of all notices of default under the Subordinated Documents.

7.2 In consideration of Junior Lender's covenants and agreements contained in this Agreement, Senior Lender hereby agrees for the benefit of Junior Lender as follows:

i. Senior Lender agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "**Foreclosure Remedy**") unless Junior Lender has first been given ninety (90) days written notice of the Event(s) of Default giving Senior Lender the right to complete such Foreclosure Remedy, and unless Junior Lender has failed, within such ninety (90) day period, to cure such Event(s) of Default; provided, however, that Senior Lender shall be entitled during such ninety (90) day period to continue to pursue all of its rights and remedies at law, equity and under the Senior Loan Documents, including, but not limited to, acceleration of the Senior Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lender has accelerated the Senior Loan and Junior Lender cures all Events of Default giving rise to such acceleration within the ninety (90) day cure period described above, such cure shall have the effect of de-accelerating the Senior Loan; provided, however, that such de-acceleration shall not waive or limit any of Senior Lender's rights to accelerate the Senior Loan or exercise any other remedies available to Senior Lender at law, equity or under the Senior Loan Documents as to any future or continuing Events of Default.

ii. It is the express intent of the parties hereunder that Senior Lender shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Junior Lender for failure to provide timely notice to Junior Lender required hereunder, and that Senior Lender's liability hereunder shall be expressly limited to Junior Lender's actual damages, including, if applicable, any amount which Junior Lienholder may be required to pay to the U.S. Department of Housing and Urban Development pursuant to the HOME Investment Partnership Program, codified in 42 U.S.C. Section 12701, *et seq.* and 24 C.F.R. Part 92, on account of any HOME loan previously made by Junior Lienholder on account of the Property, directly caused by Senior Lender's completion of a Foreclosure Remedy without Junior Lender receiving the notice and opportunity to cure described above. Senior Lender shall give Junior Lender notice of such Event(s) of Default at the address set forth below, or such other address as Junior Lender may instruct Senior Lender in writing from time to time:

County of Santa Barbara Housing and Community Development  
123 E. Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Attn: Deputy Director

iii. Junior Lender shall also have the right, during the ninety (90) day cure period described in Section 8.2(i), above, to elect, by delivering irrevocable written notice ("**Election Notice**") of its election to Senior Lender, to purchase the Senior Loan from Senior Lender for a purchase price ("**Senior Loan Purchase Price**") equal to the sum of (i) the outstanding principal balance of the Senior Loan on the Closing Date (as defined below), plus (ii) all accrued and unpaid interest on the Senior Loan through and including the Closing Date, plus (iii) all other accrued and unpaid fees, costs and expenses payable by Borrower under the Senior Loan Documents, plus (iv) all fees (including without limitation, Senior Lender's attorneys' fees), costs (including without limitation, any and all costs of collection and enforcement), and expenses incurred by Senior Lender in connection with the sale of the Senior Loan to Junior Lender. The sale of the Senior Loan by Senior Lender to Junior Lender under this Section shall be made (a) without recourse, representation or warranty by Senior Lender of any kind, express or implied, and (b) close on the date ("**Closing Date**") which is fifteen (15) days after Junior Lender gives the Election Notice to Senior Lender. On the Closing Date, Junior Lender shall pay to Senior Lender, in immediately available funds and lawful monies of the United States of America, the Senior Loan Purchase Price.

7.3 All notices given under this Subordination Agreement must be in writing and will be served effectively upon delivery, or if mailed, upon the first to occur of receipt or the expiration of forty-eight (48) hours after deposit in certified United States mail, postage prepaid, sent to the party at its address appearing below. Any party may change those addresses by notice to all other parties.

8. **Integration; No Waiver.** This Subordination Agreement is the whole and only agreement with regard to the subordination of the liens, claims, and charges of the Subordinated Documents to the Senior Loan Documents. This Subordination Agreement may not be modified or amended except by a written agreement signed by the parties. No waiver shall be deemed to be made by Senior Lender of any of its rights hereunder unless the same shall be in writing

signed on behalf of Senior Lender, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of Senior Lender or the obligations of Borrower to Senior Lender in any other respect at any other time.

9. **Successors and Assigns.** This Subordination Agreement is binding on and inures to the benefit of the legal representatives, successors and assigns of the parties. Senior Lender's successors and assigns include any financial institution which may now, or hereafter, purchase, or participate in, the Senior Loan or any part of the Senior Loan. Notice of acceptance of this Subordination Agreement is hereby waived and this Subordination Agreement shall be binding upon the Junior Lender, its legal representatives, successors, and assigns, as the case may be, it being understood and agreed, however, that, unless otherwise agreed in writing by Senior Lender, no assignment of the Subordinated Documents, or any part thereof, shall be made without the prior written consent of the Senior Lender.

10. **Intentionally Omitted.**

11. **Governing Law.** This Subordination Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state.

12. **Counterparts.** This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

*[Signature pages follow]*

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH  
ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO  
OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES  
OTHER THAN IMPROVEMENT OF THE PROPERTY.

JUNIOR LENDER

THE COUNTY OF SANTA BARBARA, a  
political subdivision of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

County of Santa Barbara  
Housing and Community Development  
123 E. Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Attn: Deputy Director



**ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2014 before me, \_\_\_\_\_, 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)

**BORROWER**

**1758 LAUREL AVE., L.P.,  
a California limited partnership**

**By: Corporation for Better Housing,  
a California nonprofit public benefit  
corporation, its General Partner**

**By: \_\_\_\_\_  
Lori Koester, Executive Director**

**Address for Notices to Borrower:  
5947 Variel Ave.  
Woodland Hills, CA 91367**

**ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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)

SENIOR LENDER

PACIFIC WESTERN BANK,  
a California state-chartered bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices to Senior Lender:

Pacific Western Bank  
Eastern Region Corporate Lending  
130 S. State College Boulevard  
Brea, CA 92821

**ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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)

**EXHIBIT A**

**Legal Description**

Real property in the unincorporated area of the County of Santa Barbara, State of California,  
described as follows:

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

THAT PORTION OF LOT 7-A OF THE SUBDIVISION OF "PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 31 WEST, S.B.M. IN THE CITY OF SOLVANG, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA" AS PER MAP THEREOF FILED IN BOOK 6, PAGE 57 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A ¾" PIPE 359.9 FEET EAST OF THE NORTHWEST CORNER OF LOT 7-B, AS SHOWN ON SAID MAP; THENCE SOUTH 453.9 FEET TO A ¾" PIPE; THENCE EAST 96 FEET TO A ¾" PIPE; THENCE NORTH 453.9 FEET TO A ¾" PIPE; THENCE WEST 96 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LAND IN A DEED TO VIGGO R. PEDERSEN AND DAGMAR E. PEDERSEN, HIS WIFE RECORDED JULY 9, 1954 AS INSTRUMENT NO. 11520 IN BOOK 1252, PAGE 220 OF OFFICIAL RECORDS.

APN# 139-092-009

PARCEL 2

THAT PORTION OF LOT 6 OF THE SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 31 WEST, S.B.M. IN THE CITY OF SOLVANG, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 6, AT PAGE 57 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF JONATA ROAD, DISTANT THEREON NORTH 89° 47' WEST 168 FEET FROM THE INTERSECTION THEREOF WITH THE CENTER LINE OF EAST ROAD, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO MARGARET BERBERNES, DATED NOVEMBER 25, 1929 AND RECORDED IN BOOK 202, AT PAGE 244 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BERBERNES TRACT OF LAND 198 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED TRACT LAND, 36 FEET TO THE SOUTHEAST CORNER THEREOF AND A POINT IN THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED TO TERMANN PAASKE, DATED OCTOBER 21, 1920 AND RECORDED IN BOOK 199 AT PAGE 299 OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID LAST MENTIONED LINE, 18.50 FEET TO THE SOUTHWEST CORNER THEREOF, BEING A POINT IN THE NORTHERLY LINE OF THE TRACT OF LAND DESCRIBED IN DEED TO TERMANN PAASKE, DATED OCTOBER 21, 1920 AND RECORDED IN BOOK 199, AT PAGE 300 OF DEEDS, RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED TRACT OF LAND, 46 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAST MENTIONED TRACT OF LAND AND IT'S SOUTHERLY PROLONGATION, 237.4 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 6 ABOVE REFERRED TO AND THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO JORGEN H. WARTENBERG, DATED APRIL 30, 1926 AND RECORDED IN BOOK 95 AT PAGE 319 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 6, 64.3 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 6, 453.9 FEET TO THE CENTER LINE OF JONATA ROAD AND THE NORTHWEST CORNER OF SAID LOT 6; THENCE EASTERLY ALONG SAID CENTER LINE OF JONATA ROAD AND THE NORTHERLY LINE OF SAID LOT 6, 74.3 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LAND IN DEED TO PETER N. JORGENSEN AND KATHRYN JORGENSEN, HIS WIFE RECORDED MAY 10, 1957 AS INSTRUMENT NO. 9080 IN BOOK 1445, PAGE 375 OF OFFICIAL RECORDS.

APN# 139-092-018

