

Casa Del Mural

PROMISSORY NOTE SECURED BY DEED OF TRUST
SPECIAL USER HOUSING REHABILITATION PROGRAM

Loan No. 88-HRL-S-279

\$200,000

Date January 23, _____, 1992

FOR VALUE RECEIVED, the undersigned, Santa Barbara Community Housing Corporation, a California nonprofit corporation with its principal office at 11 East Haley Street, Santa Barbara, California (the "Borrower"), hereby promises to pay to the order of the Department of Housing and Community Development (hereinafter the "Department") a public agency of the State of California with its principal office at P.O. Box 952054, Sacramento, California 94252-2054, principal amount equal to two hundred thousand dollars (\$200,000) or so much thereof as may be advanced by the Department to the Borrower pursuant to a Regulatory Agreement dated January 23, 1992, a Rehabilitation Loan Agreement dated January 23, 1992, and a Standard Agreement dated November 7, 1989, between the Borrower and the Department. The obligation of the Borrower in respect of all such advances is subject to the terms of (a) the Regulatory Agreement, (b) this Note, (c) the Deed of Trust of this same date securing this Note (the "Trust Deed"), (d) the Rehabilitation Loan Agreement and (e) the Standard Agreement.

1. This Note evidences the obligation of the Borrower to the Department for the repayment of funds loaned to the Borrower by the Department for the purpose of assisting the rehabilitation or acquisition and rehabilitation, by the Borrower of the real property described in the Trust Deed and the operation thereon of a housing development (identified by the Loan number above) pursuant to the Regulatory Agreement, Standard Agreement and the Rehabilitation Loan Agreement.
2. The Borrower agrees to pay the indebtedness hereunder as follows:

Thirty (30) years from the date of this Note, the Borrower shall pay in full the total principal amount advanced to the Borrower by the Department as evidenced by this Note and the Trust Deed. Interest shall accrue at a simple interest rate of three percent (3%) per year due upon the date Borrower submits an Annual Report to the Department pursuant to the Regulatory Agreement, but no later than 60 days after the end of the project's fiscal year, as defined in the Regulatory Agreement. Interest on the principal shall be due and payable in an amount as determined by the Department as follows: the full amount of the interest accrued for the year covered by the Annual Report, plus any interest accrued and deferred from previous years but not yet paid, less any accrued interest the Department elects

to waive or defer for payment at a later date. In addition, when the principal is repaid, Borrower shall also pay in full all accrued interest that has not yet been paid, less any amounts waived by the Department. Any waiver or deferral shall be effective only when and if executed in writing by a duly authorized representative of the Department. Any waiver or deferral shall be strictly limited to the terms contained in such writing and shall not imply any obligation on the part of the Department to waive or defer interest in the future.

3. The amount due and payable under this Note and the Trust Deed is payable at the principal office of the Department set forth above, or at such other place or places as the Department hereof may designate to the Borrower in writing from time to time, in any coin or currency of the United States of America which on the respective date of payment thereof shall be legal tender for the payment of public and private debts.
4. All covenants, conditions and agreements contained in the Standard Agreement, the Trust Deed, the Rehabilitation Loan Agreement and the Regulatory Agreement are hereby made a part of this Note. If any installment under this Note is not paid when due or any default occurs in the agreements contained in this Note, the Deed of Trust securing this Note, Rehabilitation Loan Agreement or the Regulatory Agreement, which breach or default shall entitle the Department to exercise rights or remedies hereunder, the entire principal amount outstanding and any accrued interest thereon shall become due and payable at the option of the Department and thereafter until paid bear interest at the rate of ten percent (10%) per annum. The date specified shall not be less than thirty days from the date such notice is mailed. The Department may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Department shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees. The following shall also constitute default under this Note: Occurrence of (a) the Borrower's becoming insolvent or bankrupt or being unable or admitting in writing its inability to pay its debts as they mature or making a general assignment with creditors; (b) of proceedings for the appointment of a receiver, trustee, or liquidator of the assets of the Borrower or a substantial part thereof, being authorized or instituted by or against the Borrower; or (c) of proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against the Borrower.
5. No delay or failure of Department in the exercise of any right or remedy hereunder or under any other agreement which secures or is related hereto shall affect any right or remedy, and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof, and no action taken or omitted by Department shall be deemed a waiver of any such right or remedy.

6. The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the Department hereof in the enforcement of this Note, the Deed of Trust, or any term or provision thereof. Each maker, endorser, surety, and guarantor of this Note hereby jointly and severally waives demand, protest, presentment, notice of nonpayment, notice of protest, notice of dishonor, and diligence in bringing suit against any party and does hereby consent that time of payment of all or any part of said amount may be extended from time to time by the Department without notice. The obligations under this Note shall be without recourse against any partners, general or limited, of the Borrower.
7. Any notice to the Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to the Borrower at the address stated below, or to such other address as the Borrower may designate by written notice to the Department. Any notice to the Department shall be given by mailing such notice by certified mail, return receipt requested, to the Department at the address stated above, or at such other address as may have been designated by written notice to Borrower, with a copy to the Department at the address specified in the Regulatory Agreement.
8. This Note shall be binding upon the Borrower and its successors and assigns. The Borrower shall not make any sale, assignments, or conveyance, or transfer in any other form, of the Development referred to above or any part thereof or of any of its interest therein other than in accordance with the terms of the Regulatory Agreement and with the approval of the Department.
9. The Borrower shall not be entitled to pay the indebtedness evidenced by this Note, or any part thereof, prior to or in advance of the time for payment, without the prior written consent of the Department.
10. This Note shall be construed in accordance with and be governed by the laws of the State of California.
11. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless, in the sole discretion of the Department, the invalidity, illegality, or unenforceability of the provision negates the program purpose and/or threatens the security of the Department.
12. The Borrower hereby certifies to the Department that this is the Promissory Note described in and secured by the Trust Deed covering the real and personal property therein described.

Executed at Santa Barbara, California.

BORROWER'S ADDRESS

11 East Haley Street
Santa Barbara, CA 93101

BORROWER

Santa Barbara Community Housing Corporation
By Nancy Conk
Nancy Conk
Vice President

SUPROM.279

92-004310

Total .00

RECORDING REQUESTED BY:

Security Union Title Insurance
#913243-KJ

Recorded
Official Records
County of
Santa Barbara
Kenneth A Pettit
Recorder
8:00am 23-Jan-92

SUT1 MB 9

AND WHEN RECORDED MAIL TO:

Department of Housing and
Community Development
1800 Third Street (SUHRP)
Sacramento, CA 95814

DEED OF TRUST AND ASSIGNMENT OF RENTS
SPECIAL USER HOUSING REHABILITATION PROGRAM AND
PERMANENT HOUSING FOR HOMELESS PROGRAM

THIS DEED OF TRUST is made this 23rd day of January 19 92, among the Trustor, Santa Barbara Community Housing Corporation (herein "Borrower"), Security Union Title (herein "Trustee"), and the beneficiary, the California Department of Housing and Community Development, whose address is 1800 Third Street, Sacramento, CA 95814 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, all of Borrower's right, title and interest in the leasehold estate created by a certain Lease Agreement between the County of Santa Barbara, as lessor and Borrower, as lessee dated 12/5/89, and recorded 1/21/92 official records of the County of Santa Barbara, regarding the property located in the County of Santa Barbara, State of California and described in Exhibit A, attached hereto and made part hereof, which has the address of 4570 Calle Real, Santa Barbara, California (herein "Property Address").

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Lender to collect and apply such rents), 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, 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, venetian 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 Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

The conveyances herein expressed are for the purpose of securing to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated January 23rd, 1992, in the principal sum of \$200,000, or such lesser amount as shall equal the aggregate amount disbursed to Borrower by Lender, with interest thereon, if any, providing for full payment, due and payable on January 23rd, 2022; and (b) the repayment of the contingent indebtedness arising from the advance to Borrower of funds in an amount not to exceed \$477,326 pursuant to the Permanent Housing for the Handicapped Homeless Program and evidenced by a Note in said amount (the "HUD Note"). The HUD Note provides for forgiveness in full upon Borrower's satisfactory performance of certain obligations as stated in the HUD Note and the agreements listed below; and (c) the performance of the covenants and agreements of Borrower herein contained, or contained in the Note, the Regulatory Agreement, the Rehabilitation Loan Agreement, or the Standard Agreement. Both of the above Promissory Notes are herein collectively referred to as "Note".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest, if any, on the indebtedness evidenced by the Note. All payments received by Lender under the Note shall be applied by Lender to interest payable on the Note, except for the last payment which is due at the end of the term and shall be the principal of the Note and any interest accrued but not yet paid.

2. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall pay when due all encumbrances, charges and liens, with interest in accordance with the term thereof, on the Property or any portion which are inferior or superior to this Deed of Trust.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss of fire or hazards under a policy

approved by Lender and which provides "special form" coverage in an amount at least equal to the replacement value of the structure. In addition, Borrower shall insure against loss all furniture, equipment and other personal property owned by Borrower related to the operation of the Property as a residential facility.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Lender.

All insurance policies and renewals thereof shall be with loss payable to the Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, 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 Deed of Trust is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payment referred to on page 2 hereof or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower 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 Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

4. Liability Insurance. Borrower shall keep general liability insurance for the Property. Coverage shall be in an amount not less than \$1,000,000 per occurrence. The insurance carrier shall be chosen by the Borrower subject to approval by the Lender; provided, that such approval shall not be unreasonably withheld. All premiums shall be paid by Borrower. Lender shall be named as an additional loss payee.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment, demolition, or deterioration of the Property.

6. Protection of Lender's Security. Borrower shall appear and defend any action or proceeding purporting to affect the security hereof or the rights of the Lender. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement or reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon any inspections of the Property, provided that Lender shall give Borrower and occupant notice prior to any such inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, subject to any claims of prior lienholders, with the excess, if any, paid to Borrower. In the event of the partial taking of the Property, unless Borrower and Lender otherwise agree in writing, and subject to any claims of prior lienholders, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 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 sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of payment referred to on page 2 or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment of the sums secured by this Deed of Trust granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time payment by reason of any demand made by the original Borrower or Borrower's successors in interest.

10. Forbearance by Lender not a Waiver. Any forbearance by Lender 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. 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 Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

13. 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 shall be given by mailing such notice by certified mail addressed to Borrower at the address found hereunder, or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein 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 shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability. This Deed of Trust shall be governed by the law of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, except as set forth in the Note and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent,

excluding exceptions set forth in the Note, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the loan may be assumed. If Lender has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, the Note, including the covenants to pay when due any sums secured by this Deed of Trust, the Rehabilitation Agreement or the Regulatory Agreement, Lender shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 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 shall 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 shall be 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 attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in 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. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser 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: (a) 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; (b) to all sums secured by this Deed of Trust, and (c) the excess, if any, to the person or persons legally entitled thereto as determined by Lender.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof 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 Regulatory Agreement.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed 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 Lender 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 Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and paragraph 17 shall operate subject to the claims of prior lienholders.

19. 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 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.

20. Substitute Trustee. Lender, at Lender'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.

21. Request for Notice. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address.

22. Statement of Obligation. Lender may collect a fee not to exceed \$15 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

23. Use of Property. Borrower shall not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

In Witness Whereof, Borrower has executed this Deed of Trust.

BORROWER'S ADDRESS

BORROWER

11 East Haley Street
Santa Barbara, CA 93101

Santa Barbara Community Housing Corporation
By Nancy Conk
Nancy Conk
Vice President

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated _____

(Space below this line reserved for Lender and Recorder)

PHDEEDTR.279

STATE OF CALIFORNIA
COUNTY OF Santa Barbara } S.S.

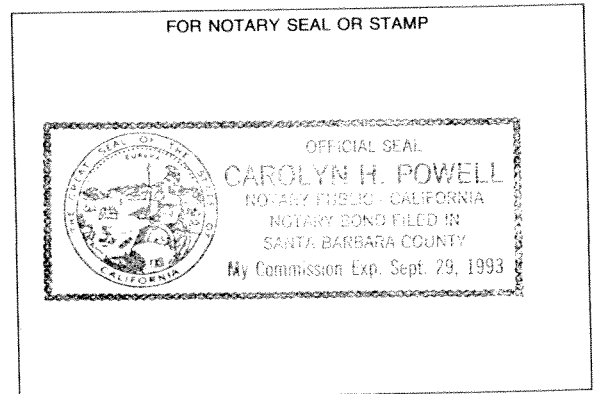
On January 17, 1992 before me,
Carolyn H. Powell
a Notary Public in and for said County and State, personally appeared
NANCY CONK-----

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

WITNESS my hand and official seal

Signature

Carolyn H. Powell



Staple

CERTIFICATE OF ACKNOWLEDGEMENT

Staple

Exhibit A
Legal Description

The land referred to is situated in the State of California, County of Santa Barbara and is known as 4570 Calle Real, Santa Barbara, CA located on the the following described property:

That portion of Lots 8 and 9 of the Santa Barbara Outside Pueblo Lands, according to the map thereof filed in Book 5, Page 75 of Maps and Surveys, in the office of the County Recorder of Santa Barbara County, lying Northerly of the Northerly line of the property conveyed to the State of California by deed recorded March 24, 1959 as Instrument No. 8997, in Book 1608, Page 176 of Official Records, and Relinquishment of Highway Right of Way (Calle Real) to the County of Santa Barbara, recorded November 2, 1967 as Instrument No. 32139, in Book 2210, Page 653 of Official Records; lying Westerly of the Westerly line of Camino Del Remedio, as dedicated to the County of Santa Barbara by Resolution of the Board of Supervisors recorded August 27, 1986 as Instrument No. 86-054438 of Official Records; and lying Southerly of the Southerly line of Tentative Tract Map No. 13,557 (Priority Homes Oak Grove Condominiums).