



PRELIMINARY TITLE REPORT

Order No:

AFX No: 79-311254-47

PROPERTY ADDRESS: 71 OAK SPRINGS DRIVE
NAPA, CA 94558

EFFECTIVE DATE: 05/21/2023

In response to the application for a title search on the subject property, AFX Research, LLC hereby reports that it has issued a Preliminary Title Report meeting the requirements as described by our client and for their exclusive use.

This report was prepared for the intended use of AFX Research, LLC (AFX) and client, exclusively. This report is not a guarantee of title, nor a commitment to insure, nor a policy of title insurance. No warranty, expressed or implied, is made whatsoever in connection with this report. AFX Research, LLC specifically disclaims the making of any such warranties, including without limitation, merchantability or fitness for a particular use or purpose. The information contained in this report is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.

The Preliminary Title Report will include current vesting deed and any open mortgages, liens, judgments, taxes or easements that were found during our research of the official land records. This report was completed by a NALTEA Certified Title Examiner.

This report and any of the documents attached is issued solely for the purpose of facilitating our client in researching the subject property. No title insurance is being issued and no liability is being assumed hereby.

Please read through the Preliminary Title Report and review the posted mortgages and open liens or judgments on the property. It is important to note that this Preliminary Title Report is not a written representation as to the condition of the title and may not list all liens, defects and encumbrances affecting title to the land.

The type of research conducted for this report is: **Industry Standard 30 Year Chain of Title, Deeds**



SECTION A

The land hereinafter described, or referred to, as covered by this report is as follows:

- A. Title to estate or interest at the date hereof is vested in:
OFER TENENBAUM AND LINDA TENENBAUM, HUSBAND AND WIFE AS COMMUNITY
PROPERTY WITH RIGHT OF SURVIVORSHIP
- B. The land referred to in this report is situated in the State of , County of NAPA, and is described as
follows:

PARCEL ONE: RANCH NO. 6, AS SHOWN ON THE MAP ENTITLED, "RECORD OF
SURVEY MAP OF A PORTION OF THE LANDS OF IRWIN H. LOWREY & CHARLES I.
JONES, ET AL" DATED JUNE 22, 1962 IN BOOK 6, PAGE 59 OF SURVEY MAPS. PARCEL
TWO: A NON-EXCLUSIVE RIGHT OF WAY, 60 FEET IN WIDTH, FOR ROAD AN UTILITY
PURPOSES FROM SAID RANCH NO. 6 TO GORDON VALLEY ROAD, AS DESCRIBED IN
DEED TO ARMAND O. MACHEEL, ET UX, RECORDED NOVEMBER 24, 1961 IN BOOK
641 AT PAGE 641 IN BOOK 641, PAGE 197.



SECTION A-1

ASSESSMENTS & TRANSFERS

ITEM NO. 1: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year(s) shown below as follows:

Assessment No: 033-250-014-001
Tax Notes:

Year:	Period:	Tax Status:	Due Date:	Amount:
2020-23	FIRST	PAID		\$8,223.53
2020-23	SECOND	PAID		\$8,223.53

Land Value: \$650,021.00
Building/Improvement Value: \$856,728.00
Total Assessed Value: \$1,506,749.00



ITEM NO. 2: GRANT DEED.

Dated: 08/03/1988
Recorded: 08/03/1988
As Book/Page: 1598/442 OF OFFICIAL RECORDS

ITEM NO. 3: GRANT DEED.

Dated: 06/11/1991
Recorded: 01/21/1992
As Instrument No: 1992 001731 OF OFFICIAL RECORDS

ITEM NO. 4: GRANT DEED.

Dated: 06/24/1996
Recorded: 06/28/1996
As Instrument No: 1996 015661 OF OFFICIAL RECORDS

ITEM NO. 5: TRUST TRANSFER DEED.

Dated: 03/26/1998
Recorded: 04/15/1998
As Instrument No: 1998 009793 OF OFFICIAL RECORDS

ITEM NO. 6: GRANT DEED.

Dated: 05/07/2003
Recorded: 05/07/2003
As Instrument No: 2003-0024122 OF OFFICIAL RECORDS

ITEM NO. 7: GRANT DEED.

Dated: 02/11/2004
Recorded: 03/16/2004
As Instrument No: 2004-0009879 OF OFFICIAL RECORDS

ITEM NO. 8: GRANT DEED.

Dated: 03/12/2004
Recorded: 03/16/2004
As Instrument No: 2004-0009880 OF OFFICIAL RECORDS



ITEM NO. 9: INTERSPOUSAL TRANSFER DEED.

Dated: 03/12/2004
Recorded: 03/16/2004
As Instrument No: 2004-0009881 OF OFFICIAL RECORDS

ITEM NO. 10: INTERSPOUSAL TRANSFER DEED.

Dated: 03/12/2004
Recorded: 03/16/2004
As Instrument No: 2004-0009883 OF OFFICIAL RECORDS

END OF SECTION A

PLEASE REFER TO "SECTION B" FOR ANY ADDITIONAL INFORMATION OF INTEREST.

SAMPLE



SECTION B

AT THE DATE HEREOF, ENCUMBRANCES FOR THE SUBJECT PROPERTY FOR THE PERIOD OF RESEARCH FOR THIS REPORT WOULD BE AS FOLLOWS:

- Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied.
- Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code.

ITEM NO. 1: DEED OF TRUST.

Dated: 10/17/2020
Recorded: 10/27/2020
As Instrument No: 2020-0028020 OF OFFICIAL RECORDS
Original Amount: \$755,600.00

ITEM NO. 2: DEED OF TRUST.

Dated: 03/16/2021
Recorded: 05/07/2021
As Instrument No: 2021-0016141 OF OFFICIAL RECORDS
Original Amount: \$272,000.00

END OF SECTION B

Signed: Darshan Hanson

AFX RESEARH, LLC

Date: June 3rd 2023

Order No. 88842
Escrow No.
Loan No.

VOL 1598 PAGE 442
RECORDED IN
OFFICIAL RECORDS M 1
OF NAPA COUNTY CALIF 4
1983 AUG -3 AM 8 00
ELEANOR E. HAMILLE 2
COUNTY RECORDER L.F. 7

WHEN RECORDED MAIL TO
Mr. & Mrs. Rolf R. Laessig
7309 Shelter Creek Lane
San Bruno, CA 94066

FIRST AMERICAN TITLE COMPANY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO
Same as above

DOCUMENTARY TRANSFER TAX \$ 346.50
XX Computed on the consideration or value of property conveyed, OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.
First American Title Company
Signature of Declarant or Agent determining tax Firm Name

APN33-250-14

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MERVIN L. BECKER and JUDITH BECKER, Trustees of the MERVIN L. BECKER
FAMILY REVOCABLE TRUST, Established October 27, 1978
hereby GRANT(S) to

ROLF R. LAESSIG and CAROLYN E. LAESSIG, husband and wife, as Community
Property

the real property in the City of
County of Napa

State of California, described as

RANCH No. 6, as shown on the map entitled, "Record of Survey Map of a
portion of the Lands of Irwin H. Lowrey & Charles I. Joens, et al"
dated June 22, 1962 in Book 6 of Surveys at page 59 in the office of
the County Recorder of said Napa County.

TOGETHER WITH a non-exclusive Right of Way, 60 feet in width, for road
and utility purposes from said Ranch No. 6 to Gordon Valley Road, as
described in the Deed to Armand O. Macheel, et ux, recorded November
24, 1961 in Book 641 at Page 197 of Official Records of Napa County.

WITNESS Sharon Kaiser

Dated July 27, 1988

Mervin L. Becker, Trustee
Mervin L. Becker, Trustee

Judith Becker, Trustee
Judith Becker, Trustee

STATE OF CALIFORNIA
COUNTY OF

On
before me the undersigned a Notary Public in and for said State, per
sonally appeared

Mervin L. Becker and Judith
Becker, Trustees

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the persons whose names are subscribed to the
within instrument and acknowledged to me that they are/they executed
the same

WITNESS my hand and official seal

Signature

(This area for official notarial seal)

20907

1002 (6/82)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA Solano
COUNTY OF

On July 31, 1988

before me the undersigned a Notary Public at and for

said State personally appeared SHANNA WIESER

personally

known to me ~~XXXXXXXXXXXXXXXXXXXX~~

a credible witness who is personally known to me to be the person whose name is subscribed to the within instrument as

a witness thereto who being by me duly sworn deposed and said

that he/she resides in Fairfield, California

that he/she

was present and saw MERVIN L. BECKER, trustee and
JUDITH BECKER, trustee

personally

known to him/her to be the same persons as described in and who
executed the within instrument as a party(ies) thereto sign seal
and deliver the same and that said party(ies) duly acknowledged
the execution of said instrument. That he/she then executed the
same and that said agent thereupon at the party(ies) request
subscribed his/her name as a witness thereto.

WITNE my hand and official seal

Signature

Kathryn Houston
Kathryn Houston



END OF DOCUMENT

Witness: First American Title Company



1992 001731

OFFICIAL RECORDS OF
NAPA COUNTY
H. KATHLEEN BONDS

Recording Requested by:)
ROLF R. & CAROLYN E. LAESSIG)
and when recorded mail to:)
ROLF R. & CAROLYN E. LAESSIG)
7309 SHELTER CREEK LANE)
SAN BRUNO, CALIFORNIA 94066)

AT REQUEST OF: CAROLYN LAESSIG
01/21/1992 12:29 pm
Fee: \$ 8.00 Pgs: 2
TT: \$.00

Space above this line for Recorder's use
No consideration for transfer to
Revocable Living Trust.

Mail Tax Statements To:
(Same as Above)

Rolf R. Laessig
ROLF R. LAESSIG

GRANT DEED

ROLF R. LAESSIG and CAROLYN E. LAESSIG, husband and wife as community property, hereby GRANT to ROLF R. LAESSIG and CAROLYN E. LAESSIG, TRUSTEES OF THE LAESSIG FAMILY 1991 REVOCABLE TRUST, under a Declaration of Trust dated June 11, 1991, the following described real property in the County of Napa, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

APN #033-250-014-000

Dated: June 11, 1991

Rolf R. Laessig
ROLF R. LAESSIG
Carolyn E. Laessig
CAROLYN E. LAESSIG

State of California)
County of San Francisco) ss.

ON THIS 12th day of June, 1991, before me, a Notary Public for the State of California, duly commissioned and sworn, personally appeared ROLF R. LAESSIG and CAROLYN E. LAESSIG, personally known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year first above written.

[Signature]
NOTARY PUBLIC, in and for the
State of California

END OF DOCUMENT

EXHIBIT A

RANCH No. 6, as shown on the map entitled "Record of Survey Map of a portion of the lands of Irwin H. Lowrey & Charles I. Joens, et al" dated June 22, 1962 in Book 6 of Surveys at page 59 in the office of the County Recorder of said Napa county.

TOGETHER WITH a non-exclusive Right of Way, 60 feet width, for road and utility purposes from said Ranch No. 6 to Gordon Valley Road, as described in the Deed to Armand O. Macheel, et ux, recorded November 24, 1961 in Book 641 at Page 197 of Official Records of Napa County.

APN #053-250-014-000

RECORDING REQUESTED BY:

Fidelity National Title Company
When Recorded Mail Document
and Tax Statement To:
Murray R. Friedman
75 Oak Springs Drive
Suisun City, CA 94585



1996 015661
OFFICIAL RECORDS OF
NAPA COUNTY

H. KATHLEEN BONDS

AT REQUEST OF:

06/28/1996 FIDELITY NATIONAL TITLE
Fee: \$ 10.00 08:00 AM Pgs: 2
TT : \$ 581.90

Escrow No. 115442-SP
Title Order No. 115442-SP

1996 V 13 C

APN: 033-250-014-000
JPN

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 581.90 City tax \$

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of ~~Suisun City~~ American Canyon

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rolf R. Laessig and Carolyn E. Laessig, Trustees of the Laessig Family 1991 Revocable Trust, under a Declaration of Trust dated June 11, 1991

hereby GRANT(S) to Murray R. Friedman, a Single Man

the following described real property in the City of ~~Suisun City~~ American Canyon
County of NAPA State of California:

Legal Description Attached Hereto Marked Exhibit "A" and Made a Part Hereof

DATED: June 24, 1996

STATE OF CALIFORNIA
COUNTY OF SOLANO

ON JUNE 25, 1996 before me,
SHERI L. HOOTEN personally appeared
ROLF R. LAESSIG, TRUSTEE AND
CAROLYN E. LAESSIG, TRUSTEE

Rolf R. Laessig Trustee
Rolf R. Laessig, Trustee

Carolyn E. Laessig Trustee
Carolyn E. Laessig, Trustee

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 *[Signature]*

MAIL TAX STATEMENTS AS DIRECTED ABOVE

LEGAL DESCRIPTION END OF DOCUMENT

EXHIBIT "A"

The land herein referred to is situated in the State of California, County of Napa, City of American Canyon and is described as follows:

PARCEL ONE:

Ranch No. 6, as shown on the Map entitled, "Record of Survey Map of a portion of the Lands of Irwin H. Lowrey & Charles I. Joens, et al" dated June 22, 1962 in Book 6 of Surveys at page 59 in the office of the County Recorder of said Napa County.

PARCEL TWO:

A non-exclusive Right of Way, 60 feet in width, for road and utility purposes from said Ranch No. 6 to Gordon Valley Road, as described in the Deed to Armand O. Macheel, et ux, recorded November 24, 1961 in Book 641 at page 197 of Official Records of Napa County.

APN: 033-250-014

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Murray R. Friedman
75 Oak Springs Drive
Suisun City, CA 94595



1998 009793
OFFICIAL RECORDS OF
NAPA COUNTY
JOHN TUTEUR

AT REQUEST OF: CROSBY, HEAFEY, ROACH
04/15/1998 09:58 am
Fee: \$ 13.00 Pgs: 3
TT: \$.00

DVC

Trust Transfer Deed

Grant Deed (Excluded from Reappraisal Under CA Const. Art 13A§1 et. seq.)

The undersigned Grantor declares under penalty of perjury that the following is true and correct:
Documentary transfer tax is \$-0-. There is no documentary transfer tax due because this transfer conveys the grantor's interest into his revocable trust. R&T § 11911

This is a trust transfer under §62 of the Revenue and Taxation Code and the following exclusions to reassessment apply: transfer to a revocable trust and transfer to a trust where the trustor is the present beneficiary

GRANTOR: MURRAY R. FRIEDMAN, a single man

hereby GRANTS to MURRAY R. FRIEDMAN, TRUSTEE OF THE MURRAY FRIEDMAN TRUST dated March 26, 1998, and successor trustees thereunder

the following described real property in the City of American Canyon, County of Napa, State of California:

SEE ATTACHED EXHIBIT A FOR FULL LEGAL DESCRIPTION

Commonly known as 75 Oak Springs Drive, Suisun City, CA

APN: 033-250-014

Dated: March 26, 1998


MURRAY R. FRIEDMAN

MAIL TAX STATEMENTS TO
Murray R. Friedman
75 Oak Springs Drive
Suisun City, CA 94595

9977.5

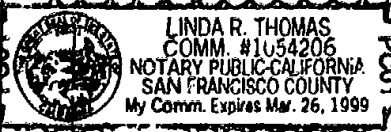
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On March 26, 1998 before me, Linda R. Thomas, personally appeared Murray R. Friedman,

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Linda R. Thomas

(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

NUMBER OF PAGES

OTHER: _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

END OF DOCUMENT

LEGAL DESCRIPTION

EXHIBIT "A"

The land herein referred to is situated in the State of California, County of Napa, City of American Canyon and is described as follows:

PARCEL ONE:

Ranch No. 6, as shown on the Map entitled, "Record of Survey Map of a portion of the Lands of Irwin H. Lowrey & Charles I. Joens, et al" dated June 22, 1962 in Book 6 of Surveys at page 59 in the office of the County Recorder of said Napa County.

PARCEL TWO:

A non-exclusive Right of Way, 60 feet in width, for road and utility purposes from said Ranch No. 6 to Gordon Valley Road, as described in the Deed to Armand O. Macheel, et ux, recorded November 24, 1961 in Book 641 at page 197 of Official Records of Napa County.

APN: 033-250-014

DOCSUAK:9073565



2003-0024122

Recording Requested By
North American Title Company
Order No. 01909786
Escrow No. 56401-01909786-VVV

Recorded REC FEE 10.00
Official Records
County Of NAPA
JOHN TUTEUR
Recorder

12:31PM 07-May-2003 CW
Page 1 of 2

AND WHEN RECORDED MAIL TO:

Name Murray R. Friedman
Street 75 Oak Springs Drive
Address
City & Napa, CA 94558
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INDIVIDUAL GRANT DEED

A.P.N. 033-250-014

The undersigned grantor (s) declare (s):
Documentary transfer tax is \$ NONE City transfer tax is \$ NONE
() computed on full value of property conveyed, or
(X) computed on full value less value of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: () City of _____, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Murray R. Friedman, a single man

hereby GRANT(s) to Murray R. Friedman, Trustee of the Murray Friedman Trust dated March 26, 1998, and successor trustees thereunder

the following described real property in the Unincorporated Area, County of Napa, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE A PART HEREOF.

Dated May 7, 2003

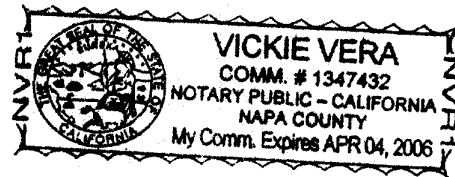
STATE OF CALIFORNIA,)
COUNTY OF NAPA)SS.

Murray R. Friedman
Murray R. Friedman

On May 7, 2003 before me,
VICKIE VERA, personally appeared

Murray R. Friedman

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 *Vickie Vera*

(This area for official notarial seal)

MAIL TAX SAME AS ABOVE
STATEMENTS TO:

NAME ADDRESS CITY, STATE, ZIP

THIS INSTRUMENT FILED FOR RECORD
BY NORTH AMERICAN TITLE COMPANY
AS AN ACCOMODATION ONLY IT HAS
NOT BEEN EXAMINED AS TO ITS EXE-
CUTION OR AS TO ITS EFFECT UPON
THE TITLE.

END OF DOCUMENT

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL ONE:

RANCH NO. 6, AS SHOWN ON THE MAP ENTITLED, "RECORD OF SURVEY MAP OF A PORTION OF THE LANDS OF IRWIN H. LOWREY & CHARLES I. JOENS, ET AL" DATED JUNE 22, 1962 IN BOOK 6 OF SURVEYS AT PAGE 59 IN THE OFFICE OF THE COUNTY RECORDER OF SAID NAPA COUNTY.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY, 60 FEET IN WIDTH, ROAD AND UTILITY PURPOSES FROM SAID RANCH NO. 6 TO GORDON VALLEY ROAD, AS DESCRIBED IN THE DEED TO ARMAND O. MACHEEL, ET UX, RECORDED NOVEMBER 24, 1961 IN BOOK 641 AT PAGE 197 OF OFFICIAL RECORDS OF NAPA COUNTY.

SAMPLE



2004-0009879

RECORDING REQUESTED BY:

Fidelity National Title Company
Escrow No.: 04-130005-KP
Locate No.: CAFNT0928-0928-0001-0000130005
Title No.: 04-130005-CM

Recorded Official Records
County Of NAPA
JOHN TUTEUR
Recorder

REC FEE 10.00

When Recorded Mail Document and Tax Statement To:

Murray Friedman/Greg Johnson
75 Oak Springs Drive
Napa, CA 94558

12:51PM 16-Mar-2004 VB Page 1 of 2

APN: 033-250-014-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ -0-

City Transfer Tax is \$ -0-

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Murray R. Friedman, Trustee of The Murray Friedman Trust, dated March 26, 1998 and successor trustees thereunder

hereby GRANT(S) to Murray R. Friedman, an unmarried man and Gregory R. Johnson, an unmarried man as Joint Tenants

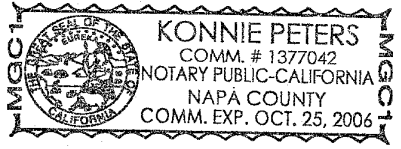
the following described real property in the County of Napa, State of California:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: February 11, 2004

STATE OF CALIFORNIA
COUNTY OF Napa
ON Feb 12, 2004 before me,
Konnie Peters personally appeared

Murray R. Friedman, Trustee
Murray R. Friedman, Trustee

Murray R. Friedman
~~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 Konnie Peters

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 04-130005-KP
Locate No.: CAFNT0928-0928-0001-0000130005
Title No.: 04-130005-CM

END OF DOCUMENT

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED RURAL RESIDENTIAL, COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Ranch No. 6, as shown on the Map entitled, "Record of Survey Map of a portion of The Lands of Irwin H. Lowrey & Charles I. Joens, et al" dated June 22, 1962 in Book 6, Page 59 of Survey Maps, in the office of the County Recorder of said County.

Parcel Two:

A non-exclusive Right of Way, 60 feet in width, for road and utility purposes from said Ranch No. 6 to Gordon Valley Road, as described in the Deed to Armand O. Macheel, et ux, recorded November 24, 1961 in Book 641 at Page 197 of Official Records of Napa County.

Initials: mt



2004-0009880

RECORDING REQUESTED BY:

Fidelity National Title Company
Escrow No.: 04-130005-KP
Locate No.: CAFNT0928-0928-0001-0000130005
Title No.: 04-130005-CM

Recorded REC FEE 13.00
Official Records TAX 1274.90
County Of
NAPA
JOHN TUTEUR
Recorder

When Recorded Mail Document and Tax Statement To:

Mr. and Mrs. Ofer Tenenbaum
75 Oak Springs Drive
Napa, CA 94558

12:51PM 16-Mar-2004 VB Page 1 of 3

APN: 033-250-014-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary transfer tax is \$1,274.90

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Murray R. Friedman, an unmarried man and Gregory R. Johnson, an unmarried man as joint tenants

hereby GRANT(S) to Ofer Tenenbaum , a married man as his sole and separate property

the following described real property in the County of Napa, State of California:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: February 12, 2004

STATE OF CALIFORNIA
COUNTY OF Napa
ON Feb 12, 2004 before me,
Konnie Peters personally appeared

Murray R. Friedman
Murray R. Friedman

Gregory R. Johnson
Gregory R. Johnson

Murray R. Friedman
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 Konnie Peters

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF California

COUNTY OF Napa

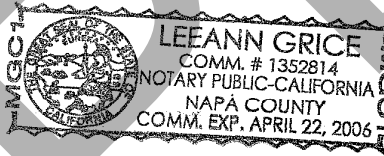
On 2.24.04 before me, The Undersigned
(Name of Notary Public)

personally appeared Gregory R. Johnson

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.

Leeann Grice
(Signature of Notary Public)



(This area for notarial seal)

Escrow No.: 04-130005-KP
Locate No.: CAFNT0928-0928-0001-0000130005
Title No.: 04-130005-CM

END OF DOCUMENT

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED RURAL RESIDENTIAL, COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Ranch No. 6, as shown on the Map entitled, "Record of Survey Map of a portion of The Lands of Irwin H. Lowrey & Charles I. Joens, et al" dated June 22, 1962 in Book 6, Page 59 of Survey Maps, in the office of the County Recorder of said County.

Parcel Two:

A non-exclusive Right of Way, 60 feet in width, for road and utility purposes from said Ranch No. 6 to Gordon Valley Road, as described in the Deed to Armand O. Macheel, et ux, recorded November 24, 1961 in Book 641 at Page 197 of Official Records of Napa County.

SAMPLE

Initials: MR/GR



2004-0009881

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 04-130005-KP
Locate No.: CAFNT0928-0928-0001-0000130005
Title No.: 04-130005-CM

Recorded REC FEE 10.00
Official Records
County Of
NAPA
JOHN TUTEUR
Recorder

**When Recorded Mail Document
and Tax Statement To:**
Ofer & Linda Tenenbaum
75 Oak Springs Drive
Napa, CA 94558

12:51PM 16-Mar-2004 VB
Page 1 of 2

APN: 033-250-014-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$ -0- City Tax is \$-0-

[X] Unincorporated area

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:
- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Linda Tenenbaum, Spouse of the Grantee Herein**

hereby GRANT(S) to **Ofer Tenenbaum, a married man as his sole and separate property**

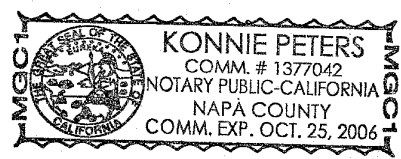
the real property in the County of **Napa**, State of **California**:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: March 12, 2004

STATE OF CALIFORNIA
COUNTY OF Napa
ON March 14, 2004 before me,
Ronnie Peters personally appeared

Linda Tenenbaum
Linda Tenenbaum

Linda Tenenbaum
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 Ronnie Peters

MAIL TAX STATEMENT AS DIRECTED ABOVE

Escrow No.: 04-130005-KP
Locate No.: CAFNT0928-0928-0001-0000130005
Title No.: 04-130005-CM

END OF DOCUMENT

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SAMPLE

#2



2004-0009883

RECORDING REQUESTED BY:

Fidelity National Title Company
Escrow No.: 04-130005-KP
Locate No.: CAFNT0928-0928-0001-0000130005
Title No.: 04-130005-CM

Recorded REC FEE 10.00
Official Records
County Of
NAPA
JOHN TUTEUR
Recorder

When Recorded Mail Document and Tax Statement To:

Ofer & Linda Tenenbaum
75 Oak Springs Drive
Napa, CA 94558

12:51PM 16-Mar-2004 VB Page 1 of 2

APN: 033-250-014-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$-0- City Tax is \$-0-

[X] Unincorporated area

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:
- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Ofer Tenenbaum, a married man as his sole and separate property**

hereby GRANT(S) to **Ofer Tenenbaum and Linda Tenenbaum, husband and wife as Community Property with Right of Survivorship**

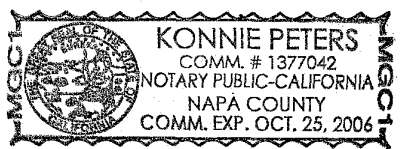
the real property in the County of **Napa**, State of **California**:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: March 12, 2004

STATE OF CALIFORNIA
COUNTY OF Napa
ON March 14, 2004 before me,
Konnie Peters personally appeared

Ofer Tenenbaum

Ofer Tenenbaum
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 Konnie Peters

MAIL TAX STATEMENT AS DIRECTED ABOVE

END OF DOCUMENT

Escrow No.: 04-130005-KP

Locate No.: CAFNT0928-0928-0001-0000130005

Title No.: 04-130005-CM

EXHIBIT "A"

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SAMPLE



2020-0028020

Recording Requested By / *VISIONET*
Return To:
NATIONSTAR MORTGAGE LLC D/B/A
MR. COOPER
4000 HORIZON WAY
IRVING, TX 75063
(888) 480-2432

Recorded | REC FEE 48.00
Official Records |
County of | HOUSING TAX 75.00
Napa |
JOHN TUTEUR |
Assessor-Recorder-Co. |
|
| JW
08:47AM 27-Oct-2020 | Page 1 of 12

Prepared By:
DUKE LAM
NATIONSTAR MORTGAGE LLC D/B/A
MR. COOPER
1600 EAST ST. ANDREW PLACE,
SUITE 100
SANTA ANA, CA 92705
(949) 265-4660

[Space Above This Line For Recording Data]

DEED OF TRUST

TENENBAUM
Loan #: 0423082650
MIN: 100397204230826502
MERS Phone: 1-888-679-6377
PIN: 033-250-014-000

Trustor/Borrower:
LINDA TENENBAUM
75 OAK SPRINGS DR, NAPA, CA 94558

Property Address: 75 OAK SPRINGS DR, NAPA, CA 94558

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **OCTOBER 17, 2020**, together with all Riders to this document.
- (B) "Borrower" is **OFER TENENBAUM AND LINDA TENENBAUM, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP**. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is **NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE**. Lender's address is **8950 CYPRESS WATERS BLVD., DALLAS, TX 75019**.
- (D) "Trustee" is **QUALITY LOAN SERVICE, CORP.**
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated **OCTOBER 17, 2020**. The Note states that Borrower owes Lender **SEVEN HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED AND 00/100 Dollars (U.S. \$755,600.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOVEMBER 1, 2050**.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of NAPA:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
which currently has the address of **75 OAK SPRINGS DR, NAPA, CA 94558** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower

fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was

previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false,

misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a

share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for

payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the

transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental

Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as 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 time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

[Signature]
- BORROWER - LINDA TENENBAUM

[Signature]
OFER TENENBAUM

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 NAPA

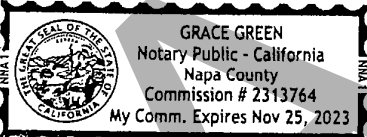
On October 17, 2020 before me, Grace Green, Notary Public,
(here insert name and title of the officer)

personally appeared Linda Tenenbaum and Ofer Tenenbaum

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 Grace Green, Notary Public (Seal)

Individual Loan Originator: JAY NIE, NMLSR ID: 70053
Loan Originator Organization: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, NMLSR ID: 2119

OS3300-20059953

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Napa, County of Napa, State of CA, and is described as follows:

Parcel One:

Ranch No. 6, as shown on the Map entitled, "Record of Survey Map of a portion of The Lands of Irwin H. Lowrey & Charles I. Joens, et al" dated June 22, 1962 in Book 6, Page 59 of Survey Maps, in the office of the County Recorder of said County.

Parcel Two:

A non-exclusive Right of Way, 60 feet in width, for road and utility purposes from said Ranch No. 6 to Gordon Valley Road, as described in the Deed to Armand O. Macheel, et ux, recorded November 24, 1961 in Book 641 at Page 197 of Official Records of Napa County.

APN: 033-250-014-000



2021-0016141

Recorded
Official Records
County of
Napa
JOHN TUTEUR
Assessor-Recorder-Co.

REC FEE 36.00
CC1-CONFORMED C 2.00
HOUSING TAX 75.00

11:10AM 07-May-2021

MS
Page 1 of 8

RECORDING REQUESTED BY AND MAIL TO:

U.S. SMALL BUSINESS
ADMINISTRATION
14925 Kingsport Road
Fort Worth, TX 76155-2243

PERSONAL NETWORK COMPUTING, INC., et al
2001329504/DLB 3092428510

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST
(Direct)**

This Deed of Trust, made this **16th** day of **March, 2021**, by and between **OFER TENENBAUM AND LINDA TENENBAUM, HUSBAND AND WIFE**, 75 Oak Springs DRIVE, Napa, CA 94558 hereinafter referred to as "Trustor/Grantor", and **Eric Adams, San Francisco District Office, 455 Market Street, Suite 600, San Francisco, CA 94105**, hereinafter referred to as "Trustee", and the Administrator of the U.S. Small Business Administration, an agency of the Government of the United States of America, hereinafter referred to as "Beneficiary", who maintains an office and place of business at **1545 Hawkins Blvd, Suite 202, El Paso, TX 79925-2652**

WITNESSETH, that for and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Trustor/Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors and assigns, in trust, with power of sale, all of the following described property situated and being in the County of **Napa**, State of California.

Described in Exhibit "A" attached hereto and made a part hereof.

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Trustor/Grantor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above described property. To have and to hold the same unto the Trustee, and the successors in interest of the Trustee for the purpose of securing:

(1) Payment of the indebtedness evidenced by a promissory note or notes in the principal sum of **\$272,000.00** dated **March 12, 2021**, payable to Beneficiary, and any extensions or renewals thereof; (2) the payment of any money that may be advanced by the Beneficiary to Trustor/Grantor, or his successors, with interest thereon, evidenced by additional notes (indicating they are so secured) or by endorsement on the original note, executed by Trustor/Grantor or his successor; (3) performance of each agreement of Trustor/Grantor incorporated by reference or contained herein, (4) payment of any guarantee or guarantees of the above referenced promissory note or notes. The beneficial owner and holder of said note and of the indebtedness evidenced thereby is the Beneficiary.

In the event said property, or any part thereof, or any interest in it, or if it is agreed that it will be in any manner or way, whether voluntary, involuntary, by the operation of law or otherwise, be sold, conveyed, or hypothecated, all obligations secured by the Deed or Deeds irrespective of the maturity dates expressed in any Note or Notes, evidencing same, at the option of the Beneficiary, and without demand or notice, shall become due and payable. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without effecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

1. This conveyance is made upon and subject to the further trust that the said Trustor/Grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the rents, issues and profits thereof to his own use until default be made in any payment of an installment due on said note or in the performance of any of the covenants or conditions contained therein or in this Deed of Trust; and, also to secure the reimbursement of the Beneficiary or any other holder of said note, the Trustee or any substitute trustee of any and all costs and expenses incurred, including reasonable attorneys' fees, on account of any litigation which may arise with respect to this Trust or with respect to the indebtedness evidenced by said note, the protection and maintenance of the property hereinabove described or in obtaining possession of said property after any sale which may be made as hereinafter provided.

2. Upon the full payment of the indebtedness evidenced by said note and the interest thereon, the payment of all other sums herein provided for, the repayment of all monies advanced or expended pursuant to said note or this instrument, and upon the payment of all other proper costs, charges, commissions, and expenses, the above described property shall be released and reconveyed to and at the cost of the Trustor/Grantor. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

3. Upon default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby, the Beneficiary or his assigns may without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, enter upon and take possession of said property or any part thereof, and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, collect and receive the rents, royalties, issues, and profits thereof, including rents accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, royalties, issues, and profits, being hereby assigned to Beneficiary as further security for the payment of such indebtedness. Exercise of rights under this paragraph shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice but shall be cumulative to any right and remedy to declare a default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and/or remedy hereunder, or provided by law, and may be exercised concurrently or independently. Expenses incurred by Beneficiary hereunder including reasonable attorneys' fees shall be secured hereby.

4. The Trustor/Grantor covenants and agrees that if he shall fail to pay said indebtedness, or any part thereof, when due, or shall fail to perform any covenant or agreement of this instrument or of the

promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Beneficiary or assigns, regardless of maturity, and the Beneficiary or assigns may enter upon said property and collect the rents and profits thereof. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

Upon default by Trustor/Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby. The undersigned Trustor/Grantor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor/Grantor at the address hereinabove set forth, being the address designated for the purpose of receiving such notice.

Trustee shall give notice of sale as then required by law, and without demand on Trustor/Grantor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said 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 fixed by the preceding postponement. Trustee 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 the truthfulness thereof. Any person, including Trustor/Grantor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

5. In the event of a sale as provided in paragraph 4, the Trustee shall be paid a fee by the Beneficiary in an amount as provided by state law, or if not provided by state law, in an amount that is deemed reasonable and shall be approved by the Beneficiary as to reasonableness. Said fee shall be in addition to the costs and expenses incurred by the Trustee in conducting such sale. The amount of such costs and expenses shall be deducted and paid from the sale's proceeds. It is further agreed that if said property shall be advertised for sale as herein provided and not sold, the Trustee shall be entitled to a reasonable fee, in an amount acceptable to the Beneficiary for the services so rendered. The Trustee shall also be reimbursed by the Beneficiary for all costs and expenses incurred in connection with the advertising of said property for sale if the sale is not consummated.

6. The proceeds of any sale of said property in accordance with paragraph 4 shall be applied first to payment of fees, costs, and expenses of said sale, the expenses incurred by the Beneficiary for the purpose of protecting or maintaining said property and reasonable attorneys' fees; secondly, to payment of the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

7. In the event said property is sold pursuant to the authorization contained in this instrument or at a judicial foreclosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the Beneficiary will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal, the Trustor/Grantor having waived and assigned all rights of appraisal to the Trustee.

8. The Trustor/Grantor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay, at least ten days before delinquency, all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts thereof to the Beneficiary.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Beneficiary for the collection of any or all of the indebtedness hereby secured, or such expenses and fees as may be incurred in any foreclosure sale by the Trustee, or court proceedings or in any other litigation or proceeding affecting said property, and attorneys' fees reasonably incurred in any other way.

d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said note or any part thereof secured hereby.

e. He will continuously maintain hazard insurance of such type or types and in such amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to Beneficiary and the policies and renewals thereof shall be held by Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, Trustor/Grantor will give immediate notice in writing to Beneficiary and Beneficiary may make proof of loss if not made promptly by Trustor/Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor/Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of a Trustee's sale or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Trustor/Grantor in and to any insurance policies then in force shall pass at the option of the Beneficiary to the purchaser or Beneficiary.

f. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, and in the event of the failure of the Trustor/Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in the Beneficiary's discretion it may deem necessary for the proper preservation thereof, and any

sums paid for such repairs shall bear interest from date of payment at the rate specified in the note, shall be due and payable on demand and shall be fully secured by this Deed of Trust.

g. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust any lien or liens inferior or superior to the lien of this Deed of Trust and further that he will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises.

h. He will not rent or assign any part of the rent of said property or demolish, remove, or substantially alter any building without the written consent of the Beneficiary.

9. In the event the Trustor/Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described, the Beneficiary is hereby authorized to pay the same and any sum so paid by the Beneficiary shall be added to and become a part of the principal amount of the indebtedness evidenced by said promissory note. Trustor/Grantor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at an interest rate called for in the promissory note and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore. If the Trustor/Grantor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Deed of Trust, then this Deed of Trust shall be canceled and surrendered.

10. The Trustor/Grantor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the lawful claims of all persons whomsoever.

11. For better security of the indebtedness hereby secured, the Trustor/Grantor, upon the request of the Beneficiary, its successors or assigns, shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired after the date hereof (all in form satisfactory to Grantee). Furthermore, should Trustor/Grantor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, Trustor/Grantor hereby agrees to permit Beneficiary to cure such default, but Beneficiary is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

12. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply the same to payment of the installments last due under said note, and the Beneficiary is hereby authorized, in the name of the Trustor/Grantor, to execute and deliver valid acquittances thereof and to appeal from any such award.

13. The irrevocable right to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, his successors or assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an

instrument of appointment. The Trustor/Grantor and the Trustee herein named or that may hereinafter be substituted hereunder expressly waive notice of the exercise of this right as well as any requirement or application to any court for the removal, appointment or substitution of any trustee hereunder.

14. Notice of the exercise of any option granted herein to the Beneficiary or to the holder of the note secured hereby is not required to be given the Trustor/Grantor, the Trustor/Grantor having hereby waived such notice.

15. If more than one person joins in the execution of this instrument as Trustor/Grantor or if anyone so joined be of the feminine sex, the pronouns and relative words used herein shall be read as if written in the plural or feminine, respectively, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any assignee or transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind and the rights herein granted or conveyed shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

16. In compliance with section 101.106 of the Rules and Regulations of the U.S. Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.

17. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

IN WITNESS WHEREOF, the Trustor/Grantor has executed this instrument and the Trustee and Beneficiary have accepted the delivery of this instrument as of the day and year aforesaid.

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.

Individual Execution:

[Signature]
LINDA TENENBAUM, Individually

Individual Execution:

[Signature]
OFER TENENBAUM, Individually

STATE OF CALIFORNIA
COUNTY OF Solano

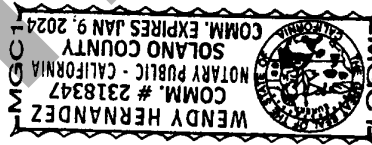
On 04/19/2021
before me Wendy Hernandez, Notary Public

personally appeared LINDA TENENBAUM, Individually and OFER TENENBAUM, Individually, 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 [Signature] (Seal)



MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
1545 Hawkins Blvd, Suite 202
El Paso, TX 79925-2652

2001329504/DLB 3092428510

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED RURAL RESIDENTIAL, CITY AND COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

RANCH NO 6, AS SHOWN ON THE MAP ENTITLED, 'RECORD OF SURVEY MAP OF A PORTION OF THE LANDS OF IRWIN H. LOWREY AND CHARLES I. JOENS, ET AL' DATED JUNE 22, 1962 IN BOOK 6, PAGE 59 OF SURVEY MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY, 60 FEET IN WIDTH, FOR ROAD AND UTILITY PURPOSES FROM SAID RANCH NO. 6 TO GORDON VALLEY ROAD, AS DESCRIBED IN THE DEED TO ARMAND O. MACHEEL, ET UX, RECORDED NOVEMBER 24, 1961 IN BOOK 641 AT PAGE 197 OF OFFICIAL RECORDS OF NAPA COUNTY.

Assessor Parcel Number: **APN: 033-250-014-000**

More commonly known as: **75 OAK SPRINGS DRIVE, NAPA, CA 94558**