



No Images Available



#### LOCATION

<b>Property Address</b>	9107 Sesi Ln Lakeside, CA 92040-5800
<b>Subdivision</b>	County Of San Diego Tract 4501
<b>Carrier Route</b>	C011
<b>County</b>	San Diego County, CA
<b>Map Code</b>	1232G5

#### GENERAL PARCEL INFORMATION

<b>APN/Tax ID</b>	395-400-10-00
<b>Alt. APN</b>	
<b>City</b>	
<b>Tax Area</b>	59246
<b>2010 Census Trct/Blk</b>	168.02/4
<b>Assessor Roll Year</b>	2021

#### PROPERTY SUMMARY

<b>Property Type</b>	Residential
<b>Land Use</b>	Single Family Residential
<b>Improvement Type</b>	Single Family Residential
<b>Square Feet</b>	2000
<b># of Buildings</b>	1

#### CURRENT OWNER

<b>Name</b>	Mountain High Construction LLC
<b>Mailing Address</b>	220 Otay Lakes Rd #502 Chula Vista, CA 91910
<b>Owner Occupied</b>	No
<b>Owner Right Vesting</b>	

#### SCHOOL ZONE INFORMATION

<b>Blossom Valley Elementary School</b>	2.1 mi
Elementary: K to 5	Distance
<b>Los Coches Creek Middle School</b>	3.6 mi
Middle: 6 to 8	Distance
<b>El Capitan High School</b>	2.6 mi
High: 9 to 12	Distance

#### SALES HISTORY THROUGH 08/29/2022

Settlement Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
<b>4/29/2022</b>	<b>5/19/2022</b>	<b>\$23,500</b>	Mountain High Construction LLC	Torres Efrain And Torres Gisela	Grant Deed		<b>2022-0215679</b>
12/6/2012	1/3/2013	\$370,000	Torres Efrain & Torres Gisela	Sd Coastline Lp	Grant Deed		2013-0005738
9/12/2012	9/25/2012	\$296,000	Sd Coastline Lp	Janak Michael L & Janak Kari L	Trustees Deed		2012-0578487
4/9/2002	5/22/2002	\$327,000	Janak Michael L & Janak Kari L	Liu Sue P	Grant Deed		2002-0432466

3/22/2000	4/26/2000	\$282,000	Liu Sue P	Saddlehill Residential L L Grant Deed C	2000- 0214199
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**TAX ASSESSMENT**

Tax Assessment	2021	Change (%)	2020	Change (%)	2019
Assessed Land	\$144,314.00	\$1,479.00 (1.0%)	\$142,835.00	\$2,800.00 (2.0%)	\$140,035.00
Assessed Improvements	\$276,608.00	\$2,836.00 (1.0%)	\$273,772.00	\$5,368.00 (2.0%)	\$268,404.00
Total Assessment	\$420,922.00	\$4,315.00 (1.0%)	\$416,607.00	\$8,168.00 (2.0%)	\$408,439.00
Exempt Reason	Homeowners Exemption				
% Improved	66%				

**TAXES**

Tax Year	City Taxes	County Taxes	Total Taxes
2021			\$5,650.84
2020			\$5,554.86
2019			\$5,479.56
2018			\$5,346.72
2017			\$5,237.22
2016			\$5,014.12
2015			\$4,981.92
2014			\$4,890.50
2013			\$4,986.26

**MORTGAGE HISTORY**

Date Recorded	Loan Amount	Borrower	Lender	Book/Page or Document#
08/16/2022	\$190,000	Mountain High Construction LLC	International Real Estate Consulting Group	2022-0330430
08/31/2020	\$463,164	Torres Efrain Torres Gisela And Torres Gisel	The Federal Savings Bank	2020-0497216
08/12/2019	\$465,114	Tornes Efrain Torres Giseal And Torres Gisea	The Federal Savings Bank	2019-0338417
10/02/2018	\$449,355	Torres Efrain Torres Gisela And Torres Gisel	The Federal Savings Bank	2018-0408856
01/03/2013	\$377,955	Torres Efrain Torres Gisela	Cmg Financial	2013-0005739
07/06/2006	\$114,000	Janak Michael L Janak Kari L	Wells Fargo	2006-0477370
04/25/2005	\$60,000	Janak Michael L Janak Kari L	Aegis Wholesale	2005-0344880
04/25/2005	\$480,000	Janak Michael L Janak Kari L	Aegis Wholesale	2005-0344879
05/01/2003	\$77,000	Janak Michael L Janak Kari L	Fremont Investment And Loan	2003-0512633
05/01/2003	\$308,000	Janak Michael L Janak Kari L	Fremont Investment And Loan	2003-0512632
05/22/2002	\$261,600	Janak Michael L Janak Kari L	First Franklin	2002-0432467
04/26/2000	\$252,700	Liu Sue P	Fleet Mortgage	2000-0214200

**FORECLOSURE HISTORY**

No foreclosures were found for this parcel.

**PROPERTY CHARACTERISTICS: BUILDING****Building # 1**

<b>Type</b>	Single Family Residential	<b>Condition</b>	<b>Units</b>
<b>Effective Year Built</b>	2000	<b>Stories</b>	
<b>BRs</b>	4	<b>Baths</b>	2 F 1 H
<b>Total Sq. Ft.</b>	2,000		<b>Rooms</b>
<b>Building Square Feet (Living Space)</b>		<b>Building Square Feet (Other)</b>	

**- CONSTRUCTION**

<b>Quality</b>	<b>Roof Framing</b>
<b>Shape</b>	<b>Roof Cover Deck</b>
<b>Partitions</b>	<b>Cabinet Millwork</b>
<b>Common Wall</b>	<b>Floor Finish</b>
<b>Foundation</b>	<b>Interior Finish</b>
<b>Floor System</b>	<b>Air Conditioning</b>
<b>Exterior Wall</b>	<b>Heat Type</b>
<b>Structural Framing</b>	<b>Bathroom Tile</b>
<b>Fireplace</b>	<b>Plumbing Fixtures</b>

**- OTHER**

<b>Occupancy</b>	<b>Building Data Source</b>
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**PROPERTY CHARACTERISTICS: EXTRA FEATURES**

<b>Feature</b>	<b>Size or Description</b>	<b>Year Built</b>	<b>Condition</b>
Garage	2 CAR		

**PROPERTY CHARACTERISTICS: LOT**

<b>Land Use</b>	Single Family Residential	<b>Lot Dimensions</b>	
<b>Block/Lot</b>	/10	<b>Lot Square Feet</b>	5,102
<b>Latitude/Longitude</b>	32.846646°/-116.878007°	<b>Acreage</b>	0.12

**PROPERTY CHARACTERISTICS: UTILITIES/AREA**

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	School DistrictCajon Valley Un
Zoning CodeR-1:Single Fam-Res	
Owner Type	

**LEGAL DESCRIPTION**

<b>Subdivision</b>	County Of San Diego Tract 4501	<b>Plat Book/Page</b>	
<b>Block/Lot</b>	/10	<b>Tax Area</b>	59246
<b>Tract Number</b>	012835		
<b>Description</b>	Tr 12835 Lot 10		

**FEMA FLOOD ZONES**

<b>Zone Code</b>	<b>Flood Risk</b>	<b>BFE</b>	<b>Description</b>	<b>FIRM Panel ID</b>	<b>FIRM Panel Eff. Date</b>
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	060284-06073C1660G	05/16/2012

**LISTING ARCHIVE**

No Listings found for this parcel.

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Lawyers Title Co

File # 322317994

AND WHEN RECORDED MAIL TO

Jeffrey Middaugh, Trustee

12252 Highway 67

Lakeside, CA 92040

DOC# 2022-0330430



Aug 16, 2022 11:40 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$187.00 (SB2 Atkins: \$150.00)

PCOR: N/A

PAGES: 3

Loan # 202208201

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 10th day of August 2022, between Mountain High Construction LLC, a Wyoming Limited Liability Company herein called Trustor who's address is 220 Otay Lakes Rd. Suite 502 #804, Chula Vista, CA 91913. Between International Real Estate Consulting Group, Inc., a California Corporation herein called Beneficiary, and Jeffrey Middaugh herein called Trustee.

Witnesseth: THAT TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in San Diego County, California, described as:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 10 OF COUNTY OF SAN DIEGO TRACT NO. 4501 IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12835, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JULY 10, 1991.

APN: 395-400-10 AKN: 9107 Sesi Lane, Lakeside, CA 92040

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (11) of the provisions set forth below to collect and apply such rents, issues and profits. **For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of \$190,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of such property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

### To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) That Trustor will observe and perform said provisions; and that the referenced to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

(2) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violations of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.

(3) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured herein and in such order as beneficiary may determined or at option of Beneficiary the entire amount so collected or any part hereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default herein under or invalidate any act done pursuant to such notice.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to record this Deed.

(5) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or a part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may be deemed necessary to protect the security herein. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereon, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(7) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(8) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(9) That 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 affecting 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 or plat thereof; join in granting any easement therein; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(10) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property held hereunder. The recitals in such RECONVEYANCE of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may described as "The person or persons legally entitled thereto". Five years after issuance of such full RECONVEYANCE, Trustee may destroy said Note and this Deed (unless directed in such request to retain them).

(11) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving until Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents issues and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonably attorney's fees, upon indebtedness secured hereby, and in such order as Beneficiary may determined. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(12) That upon default by Trustor 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 to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall post it with Trustee this Deed said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determined, a public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or a portion of said property by public announcement of such time and place of sale, and from time to time thereafter may postpone 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, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

(13) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the County or Counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(14) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby whether or not named as Beneficiary herein. In this Deed, whenever the contest so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(15) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**(16) THIS IS A NON CONSUMER (NON OWNER OCCUPIED) LOAN**

Borrower agrees not to live in property for as long as this loan is in effect. BORROWER represents this is an investment property.

The undersigned Trustor request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at their address hereinbefore set forth.

Dated:

**Mountain High Construction LLC**

**Mountain High Construction LLC**

Natalie Marie Casillas

**Natalie Marie Casillas, Member**

Nicole Casillas

**Nicole Casillas, Member**

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 **San Diego**.

On August 11, 2022 before me, Crystal Guerrero NOTARY PUBLIC  
(here insert name)

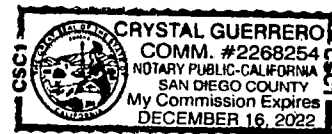
and title of officer), personally appeared Natalie Marie Casillas & Nicole Casillas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]



(Place Notary Seal Above)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:

Lawyers Title Company Inc.

WHEN RECORDED MAIL THIS DEED AND

TAX STATEMENTS TO:

**Mountain High Construction, Inc. LLC**

220 Otay Lakes Rd. Suite 502 #804

Chula Vista, CA 91915

Order No.:

A.P.N.: 395-400-10-00

DOC# 2022-0215679



May 19, 2022 11:41 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$48.85 (SB2 Atkins: \$0.00)

PCOR: YES

PAGES: 4

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

## GRANT DEED

*This Document Provided by Commonwealth Land Title Company*

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$25.85

CITY TAX \$

☐ computed on full value of property conveyed, or NOT A TRANSFER

☒ computed on full value less value of liens or encumbrances remaining at time of sale.

☐ unincorporated area

☒ city of Lakeside

AND

FOR A VALUABLE CONSIDERATION receipt of which is hereby acknowledged,

**Efrain Torres and Gisela Torres, Husband and Wife as Joint Tenants**

Hereby remise, release and forever Grant to

**Mountain High Construction, LLC Limited Liability Company**

the following described real property in the

County of **San Diego**

, State of **California**:

**SEE ATTACHED EXHIBIT "A"**

Commonly known as: 9107 <sup>Sees</sup> ~~Sees~~ Lane, Lakeside, CA 92040

Dated:

*Katherine Torres Attorney  
in fact for Efrain Torres*

*Katherine Torres Attorney  
in fact for Gisela Torres*

*Katherine Torres*  
Katherine Torres Attorney In Fact for Efrain Torres

*Katherine Torres*  
Katherine Torres as Attorney in Fact for Gisela Torres

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 **San Diego** JSS.

On **April 29 2022** before me, **Maira Marquez** (insert name) Notary Public,

personally appeared **Katherine Torres**, 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

*Maira Marquez*



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



## MEDIATION AND ARBITRATION OF DISPUTES

If the initials of BUYER, SELLER appear below, all controversies or claims among or between the parties including BUYER, SELLER, their respective officers, directors, agents, employees and assignees, arising out of or relating to the proposed SALE, including but not limited to the arranging thereof, DOCUMENTS relating thereto, and the servicing and enforcement thereof, shall be determined by binding arbitration in accordance with applicable rules of the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. ("JAMS"), at the election of the party initiating arbitration. Judgment on the arbitrators' award may be entered in any court having jurisdiction. Without waiving a party's right to arbitration, any party may seek judicial relief to: (a) secure possession of the PROPERTY by an action for unlawful detainer. Any proceeding for judicial foreclosure shall not be subject to arbitration.

**NOTICE:** IF YOU INITIAL IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY A NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP YOUR RIGHT TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE ALSO GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. YOUR INSTRUCTIONS TO THIS ARBITRATION PROVISION IS VOLUNTARY. NOTWITHSTANDING YOUR ELECTION TO ARBITRATE, YOU HAVE THE RIGHT TO CONTACT APPROPRIATE REGULATORY AGENCIES TO REGISTER A COMPLAINT ABOUT THE COMPANY OR THIS TRANSACTION.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

**BUYER AND SELLER: INITIAL ONLY IF YOU AGREE TO ARBITRATION:**

  
Initial

  
Initial

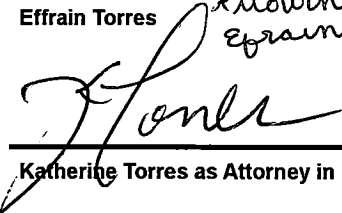
  
Initial

  
Initial

**Dated: April 12, 2022**

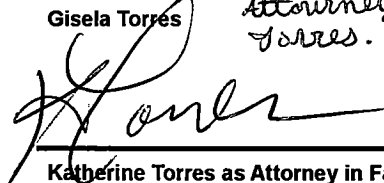
Effrain Torres

Katherine Torres as  
Attorney in fact for  
Effrain Torres.

  
Katherine Torres as Attorney in Fact for Effrain Torres

Gisela Torres

Katherine Torres as  
Attorney in fact for Gisela  
Torres.

  
Katherine Torres as Attorney in Fact for Gisela Torres

**MOUNTAIN HIGH CONSTRUCTION, LLC**



By: Natalie Casillas, Member



By: Nicole Casillas, Member

13826

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 498227  
Escrow No: 498227

**The land referred to herein is situated in the State of California County of San Diego, and described as follows:**

Lot 10 of County of San Diego Tract No. 4501, in the County of San Diego, State of California, according to Map thereof No. 12835, filed in the Office of the County Recorder of said County, July 10, 1991.

(End of Legal Description))

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 San Diego }

On April 29 2022 before me, Maira Marquez, Notary Public  
(Here insert name and title of the officer)

personally appeared Katherine Torres  
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.

Maira Marquez  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Grant deed

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

DOC# 2020-0497216



When recorded, mail to:  
The Federal Savings Bank  
Attn: Final Document Department  
300 North Elizabeth Street, Suite 3E  
Chicago, IL 60607

Aug 31, 2020 08:00 AM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$149.00 (SB2 Atkins: \$75.00)

PAGES: 20

Title Order No.: 01-20085402-01E  
Escrow No.: 01-20085402-01E  
LOAN #: 20220629044

[Space Above This Line For Recording Data]

## DEED OF TRUST

CASE #: 77-77-6-5419968

MIN 1010129-0000561513-6

MERS PHONE #: 1-888-679-6377

### 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 August 15, 2020, together with all Riders to this document.

(B) "Borrower" is EFRAIN TORRES AND GISELA TORRES, HUSBAND AND WIFE, AS JOINT TENANTS.

Borrower's address is 9107 SESI LANE, Lakeside, CA 92040.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is The Federal Savings Bank.

Lender is a Federal Savings Bank,  
Kansas,  
Suite 3E, Chicago, IL 60607.

organized and existing under the laws of  
Lender's address is 300 North Elizabeth Street,



(D) "Trustee" is Khechok Langchung / Assistant Controller, The Federal Savings Bank/300 North Elizabeth Street, Suite 3E, Chicago, IL 60607.

(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 August 15, 2020. The Note states that Borrower owes Lender **FOUR HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SIXTY FOUR AND NO/100\*\*\*\*\* Dollars (U.S. \$463,164.00 )** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 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 checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider                    |   |
| <input checked="" type="checkbox"/> V.A. Rider |  |   |

(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



**LOAN #: 20220629044**

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** [Type of Recording Jurisdiction] of **San Diego** [Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**  
**APN #: 395-400-10-00**

which currently has the address of **9107 SESI LANE, Lakeside,**

[Street] [City]

California **92040**

("Property Address"):

[Zip Code]

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 seised 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.

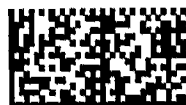
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized 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.

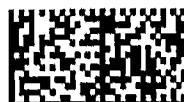
**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained 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.



LOAN #: 20220629044

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

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.

  
EFRAIN TORRES

8-15-2020 (Seal)  
DATE

  
GISELA TORRES

8-15-2020 (Seal)  
DATE

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 SAN DIEGO

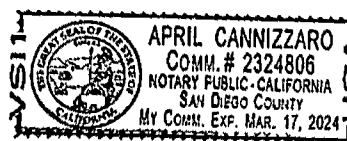
On AUGUST 15, 2020, before me, April Cannizzaro, Notary Public (here insert name and title of the officer), personally appeared EFRAIN TORRES AND GISELA TORRES, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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

  
April Cannizzaro, Notary Public (NOTARY)

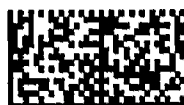


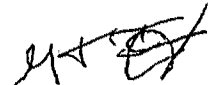
(SEAL)



**LOAN #: 20220629044**

**Lender: The Federal Savings Bank**  
**NMLS ID: 411500**  
**Loan Originator: Paul Edward Vasquez**  
**NMLS ID: 222767**



**Initials:**   
CAEDEDL 0219  
CAEDEDL (CLS)



## EXHIBIT A

SITUATED IN THE CITY OF LAKESIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA COUNTY OF SAN DIEGO, AND DESCRIBED AS FOLLOWS:

LOT 10 OF COUNTY OF SAN DIEGO TRACT NO. 4501, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12835, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JULY 10, 1991.

TAX ID NO:395-400-10-00 (PARCEL NO.) 012835 (MAP NO.)

BEING THE SAME PROPERTY CONVEYED BY GRANT DEED

GRANTOR:	SD COASTLINE, LP, A CALIFORNIA LIMITED PARTNERSHIP
GRANTEE:	EFRAIN TORRES AND GISELA TORRES, HUSBAND AND WIFE, AS JOINT TENANTS
DATED:	12/06/2012
RECORDED:	01/03/2013
DOC#/BOOK-PAGE:	2013-0005738

ADDRESS: 9107 SESI LANE, LAKESIDE, CA 92040-5800

END OF SCHEDULE A

*This page is only a part of the 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

LOAN #: 20220629044  
CASE #: 77-77-6-5419968  
MIN: 1010129-0000561513-6

**VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER**

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 15th day of August, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to The Federal Savings Bank, a Federal Savings Bank

(herein "Lender")  
and covering the Property described in the Security Instrument and located at  
9107 SESI LANE  
Lakeside, CA 92040

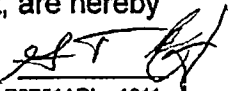
**VA GUARANTEED LOAN COVENANT:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER  
Ellie Mae, Inc.

Page 1 of 3

Initials:

  
P8751ARL 1011  
P8751ARL (CLS)



LOAN #: 20220629044

amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

**LATE CHARGE:** At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

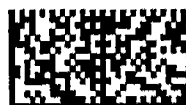
**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized




LOAN #: 20220629044

agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

  
EFRAIN TORRES  
8-15-2022 (Seal)  
DATE

  
GISELA TORRES  
8-15-2022 (Seal)  
DATE



LOAN #: 20220629044  
MIN: 1010129-0000561513-6

## PLANNED UNIT DEVELOPMENT RIDER

CASE #: 77-77-6-5419968

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of August, 2020 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to The Federal Savings Bank, a Federal Savings Bank

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 9107 SESI LANE, Lakeside, CA 92040.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").  
The Property is a part of a planned unit development known as SADDLE HILL

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners

Initials: 

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01  
Ellie Mae, Inc. Page 1 of 3

F3150RLU 0115  
F3150RLU (CLS)



LOAN #: 20220629044

Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of

Initials: 

MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

Ellie Mae, Inc.

Page 2 of 3

F3150RLU 0115  
F3150RLU (CLS)



LOAN #: 20220629044

self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

  
EFRAIN TORRES  
8-15-2020 (Seal)  
DATE

  
GISELA TORRES  
8-15-2020 (Seal)  
DATE





No Images Available



#### LOCATION

<b>Property Address</b>	6675 Paseo Del Norte Unit A Carlsbad, CA 92011-2475
<b>Subdivision</b>	Altamira 3 Condominium
<b>Carrier Route</b>	C019
<b>County</b>	San Diego County, CA
<b>Map Code</b>	1126J4

#### GENERAL PARCEL INFORMATION

<b>APN/Tax ID</b>	214-300-05-05
<b>Alt. APN</b>	
<b>City</b>	Carlsbad
<b>Tax Area</b>	09018
<b>2010 Census Trct/Blk</b>	178.11/1
<b>Assessor Roll Year</b>	2021

#### PROPERTY SUMMARY

<b>Property Type</b>	Residential
<b>Land Use</b>	Condominium Unit Residential
<b>Improvement Type</b>	Condominium Unit Residential
<b>Square Feet</b>	959
<b># of Buildings</b>	1

#### CURRENT OWNER

<b>Name</b>	Casillas Nicole C
<b>Mailing Address</b>	No Address Available
<b>Owner Occupied</b>	
<b>Owner Right Vesting</b>	

#### SCHOOL ZONE INFORMATION

<b>Pacific Rim Elementary School</b>	0.4 mi
Elementary: K to 5	Distance
<b>Aviara Oaks Middle School</b>	2.1 mi
Middle: 6 to 8	Distance
<b>Sage Creek High School</b>	3.4 mi
High: 9 to 12	Distance

#### SALES HISTORY THROUGH 09/01/2022

Settlement Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
5/3/2022	5/3/2022	\$20,000	Casillas Nicole C	Casillas Jr Jesus	Grant Deed		2022-0191198
11/3/2021	11/3/2021	\$80,000	Casillas Jesus	Ogiralra Raja Chinna	Sheriffs Deed		2021-0764600
11/6/2006	11/8/2006		Ogiralra Raja Chinna	Ogiralra Malathi	Intrafamily Transfer & Dissolution		2006-0796234
6/6/2002	7/18/2002		Ogiralra Raja Chinna	Ogiralra Malathi	Intrafamily Transfer & Dissolution		2002-0605371



# Property Report for 6675 PASEO DEL NORTE UNIT A, cont.

6/6/2002	7/18/2002	\$270,000	Ogirala Raja Chinna	Sunwoo Luke Y & Sunwoo Margaret M	Individual Deed	2002-0605370
2/1/2001	3/6/2001	\$218,000	Sunwoo Luke Y & Sunwoo Margaret M	Jenichs Hripsime M	Grant Deed	2001-0128360
1/25/1999	2/17/1999	\$162,000	Jenichs Hripsime Mae	Voss Michael J & Gomez Leila M	Grant Deed	1999-0097004
8/5/1997	9/2/1997		Voss Michael J & Voss Leila M Gomez	Voss Michael J & Gomez Leila M	Intrafamily Transfer & Dissolution	1997-0424835
1/27/1995	1/31/1995	\$115,000	Voss Michael J & Gomez Leila M	Laggner Teresa & Bristol Lola M	Grant Deed	1995-0043232

## TAX ASSESSMENT

Tax Assessment	2022	Change (%)	2021	Change (%)	2020
<b>Assessed Land</b>	\$218,362.00	\$4,281.00 (2.0%)	\$214,081.00	\$2,195.00 (1.0%)	\$211,886.00
<b>Assessed Improvements</b>	\$150,122.00	\$2,943.00 (2.0%)	\$147,179.00	\$1,509.00 (1.0%)	\$145,670.00
<b>Total Assessment</b>	\$368,484.00	\$7,224.00 (2.0%)	\$361,260.00	\$3,704.00 (1.0%)	\$357,556.00
<b>Exempt Reason</b>	Homeowners Exemption				
<b>% Improved</b>	41%				

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2021			\$3,923.76
2020			\$3,896.72
2019			\$3,825.08
2018			\$3,662.28
2017			\$3,600.10
2016			\$3,453.92
2015			\$3,439.08
2014			\$3,380.56
2013			\$3,308.38

## MORTGAGE HISTORY

Date Recorded	Loan Amount	Borrower	Lender	Book/Page or Document#
11/08/2006	\$388,000	Ogirala Raja Chinna	Steward Financial	2006-0796235
11/08/2006	\$72,750	Ogirala Raja Chinna	Steward Financial	2006-0796236
07/14/2006	\$40,000	Ogirala Raja Chinna	Golden Pacific Real Estate	2006-0498044
12/30/2005	\$16,000	Ogirala Raja Chinna	Golden Pacific Real Estate	2005-1120118
07/19/2005	\$7,000	Ogirala Raja Chinna	Golden Pacific Real Estate	2005-0607408
10/01/2004	\$408,000	Ogirala Raja Chinna	Wmc Mortgage	2004-0932945
01/22/2004	\$315,000	Ogirala Raja Chinna	First Franklin	2004-0046335
07/18/2002	\$216,000	Ogirala Raja Chinna	Peoples Choice	2002-0605372
03/06/2001	\$174,400	Sunwoo Luke Y Sunwoo Margaret M	Equity One	2001-0128361

## FORECLOSURE HISTORY

Filing Date	Auction Date	Defendant(s)	Plaintiff	Foreclosure Type	Case Number	Book/Page or Document#
09/08/2021	11/05/2021	Ogirala Raja Chinna	Not Available	Auction		2021-0636513
05/16/2019	07/10/2019	Ogirala Raja Chinna		Auction		2019-0186429
05/08/2019				Release	37-2018-00034877-CU-OR-NC	2019-0172686
08/02/2018		Ogirala Raja Chinna		Preforeclosure	37-2018-000349877-CU-OR-N	2018-0315344

04/25/2018	05/21/2018	Ogiralala Raja Citinna	Auction	2018-0164463
09/14/2017	10/16/2017	Ogiralala Raja Chinna	Auction	2017-0422974

## PROPERTY CHARACTERISTICS: BUILDING

## Building # 1

Type	Condominium Unit Residential	Condition	Units	1
Effective Year Built	1975	Stories		
BRs	2	Baths	2 F H	Rooms
Total Sq. Ft.	959			
Building Square Feet (Living Space)		Building Square Feet (Other)		

## - CONSTRUCTION

Quality	Roof Framing
Shape	Roof Cover Deck
Partitions	Cabinet Millwork
Common Wall	Floor Finish
Foundation	Interior Finish
Floor System	Air Conditioning
Exterior Wall	Heat Type
Structural Framing	Bathroom Tile
Fireplace	Plumbing Fixtures

## - OTHER

Occupancy	Building Data Source
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## PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Garage	1 CAR		

## PROPERTY CHARACTERISTICS: LOT

Land Use	Condominium Unit Residential	Lot Dimensions	
Block/Lot	/4	Lot Square Feet	124,166
Latitude/Longitude	33.114584°/-117.311013°	Acreage	2.85

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	School District
Zoning Code	Unified Vista
Owner Type	

## LEGAL DESCRIPTION

Subdivision	Altamira 3 Condominium	Plat Book/Page	
Block/Lot	/4	Tax Area	09018
Tract Number	007683		
Description	Tr 7683 Lot 4 Us 90 Per Doc74-267544&Und Int In		

## FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff.
-----------	------------	-----	-------------	---------------	-----------------

			Date
X	Minimal	Area of minimal flood hazard, usually depicted on FIRMs as 06073C1031H above the 500-year flood level.	12/20/2019

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#### LISTING ARCHIVE

No Listings found for this parcel.

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**Recording Request By:**

Brian C. Andrews, Esq.  
6104 Innovation Way  
Carlsbad, CA 92009

**and When Recorded Return To:**

Brian C. Andrews, Esq.  
6104 Innovation Way  
Carlsbad, CA 92009

DOC# 2022-0191198



May 03, 2022 10:46 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$42.00 (SB2 Atkins: \$0.00)

PCOR: YES

PAGES: 3

Title Order No.

Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED**

APN: 214-300-05-05

The undersigned grantor(s) declare(s) 22.00  
DOCUMENTARY TRANSFER TAX \$

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

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, I

**Jesus Casillas Jr.**

**Hereby remise, release and grant to**

**Nicole C. Casillas**

the following described real property in the City of Carlsbad County of San Diego  
State of California, with the following legal description:

A Condominium Comprised of:

Parcel 1:

All that portion of Lot 4 of Carlsbad Tract 72-23, in the City of Carlsbad, County of San Diego, State of California, according to Map thereof No. 7683, filed in the Office of the County Recorder of San Diego County, July 29, 1973, shown and defined as Living Unit 90 as shown on the Amended Altamira No. 3 - Phase II (Lot 4) Condominium Plan recorded October 4, 1974 as File No. 74-267544 of Official Records.

Parcel 2:

An undivided 1145th interest in and to all that portion of Lot 4 of Carlsbad Tract 72-23, in the City of Carlsbad, County of San Diego, State of California, according to Map thereof No. 7683, filed in the Office of the County Recorder of San Diego County, June 29, 1973, shown and defined as Common Area on the Amended Altamira No. 3 - Phase 11, (Lot 4) Condominium Plan recorded October 4, 1974 as File No. 74-267544 of Official Records.

Reserving therefrom easements designated thereon as "Exclusive Use Area".

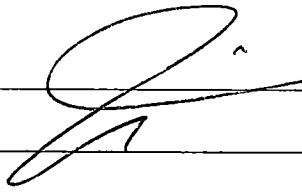
Parcel 3:

An exclusive easement for the use and enjoyment of those portions of Lot 4, described in Parcel 2 above, designated as G-90 and B-90 as shown on the above referred to Condominium Plan.

Also known as: 6675 Paseo Del Norte, Unit A, Carlsbad, CA 92011

5-3-2022

DATE



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Date) (Name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of  
(Name of Person Signing)

Satisfactory evidence to be the person(s) whose name(s) is/are subscribed too 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 of officer

**SEE ATTACHED  
CALIFORNIA  
ACKNOWLEDGMENT**

## ACKNOWLEDGMENT

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 SAN DIEGO)

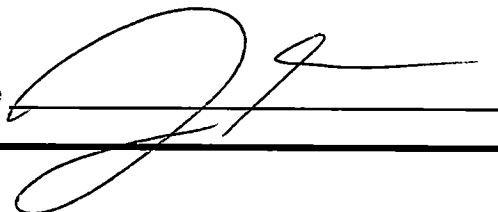
On May 3, 2022 before me, J.GOMEZ, NOTARY PUBLIC  
(insert name and title of the officer)

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

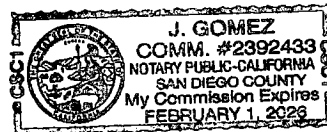
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





Dec 23, 2016 09:22 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$39.00

PCOR: N/A

PAGES: 3

RECORDING REQUESTED BY

Dream Home Trust

AND WHEN RECORDED MAIL TO

Dream Home Trust

PO Box 601 E. Palamar St. #407

Chula Vista, CA 91911.

Loan # 61548-2016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST AND ASSIGNMENT OF RENTS**

This Deed of Trust, made this **1st** day of **November 2016**, between **Natalie Casillas Trustee, of the GR Estate Investments Property Trust, UDT dated February 9, 2010**, herein called **Trustor** who's address is **PO Box 145 Main St., Chula Vista, CA 91910**. Between **Zeena George Alsheikh Trustee, of the Dream Home Trust UDT dated 9/12/16**, herein called **Beneficiary**, and **Ticor Title Company** herein called **Trustee**,

Witnesseth: THAT TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in **San Diego** County, California, described as:

**LOT 9, BLOCK A AS SHOWN IN THAT CERTAIN MAP ENTITLED CENTRAL ADDITION TO CHULA VISTA, WHICH IS FILED IN THE OFFICE OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1093, FILED OCTOBER 17, 1907**

APN: 568-164-05-00

AKA 273 Twin Oaks Ave., Chula Vista, CA 91910

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (11) of the provisions set forth below to collect and apply such rents, issues and profits. **For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of **\$530,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of such property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) That Trustor will observe and perform said provisions; and that the referenced to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

(2) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violations of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.

(3) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured herein and in such order as beneficiary may determined or at option of Beneficiary the entire amount so collected or any part hereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default herein under or invalidate any act done pursuant to such notice.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to record this Deed.

(5) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or a part thereof, which appear to be prior to superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may be deemed necessary to protect the security herein. Beneficiary or Trustee being

5  
authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereon, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(7) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(8) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(9) That 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 affecting 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 or plat thereof; join in granting any easement therein; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(10) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property held hereunder. 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". Five years after issuance of such full RECONVEYANCE, Trustee may destroy said Note and this Deed (unless directed in such request to retain them).

(11) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving until Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents issues and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonably attorney's fees, upon indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(12) That upon default by Trustor 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 to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall post it with Trustee this Deed said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, a public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or a portion of said property by public announcement of such time and place of sale, and from time to time thereafter may postpone 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, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

(13) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the County or Counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(14) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(15) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.



The undersigned Trustor request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at their address hereinbefore set forth.

Dated:

GR Real Estate Investments Property Trust, UDT

Dated February 9, 2010

Natalie Casillas

Natalie Casillas

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 San Diego.

On November 21, 2016 before me, Khalil B. Elkhouri, notary public (here insert name and title of officer), personally appeared Natalie Casillas 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

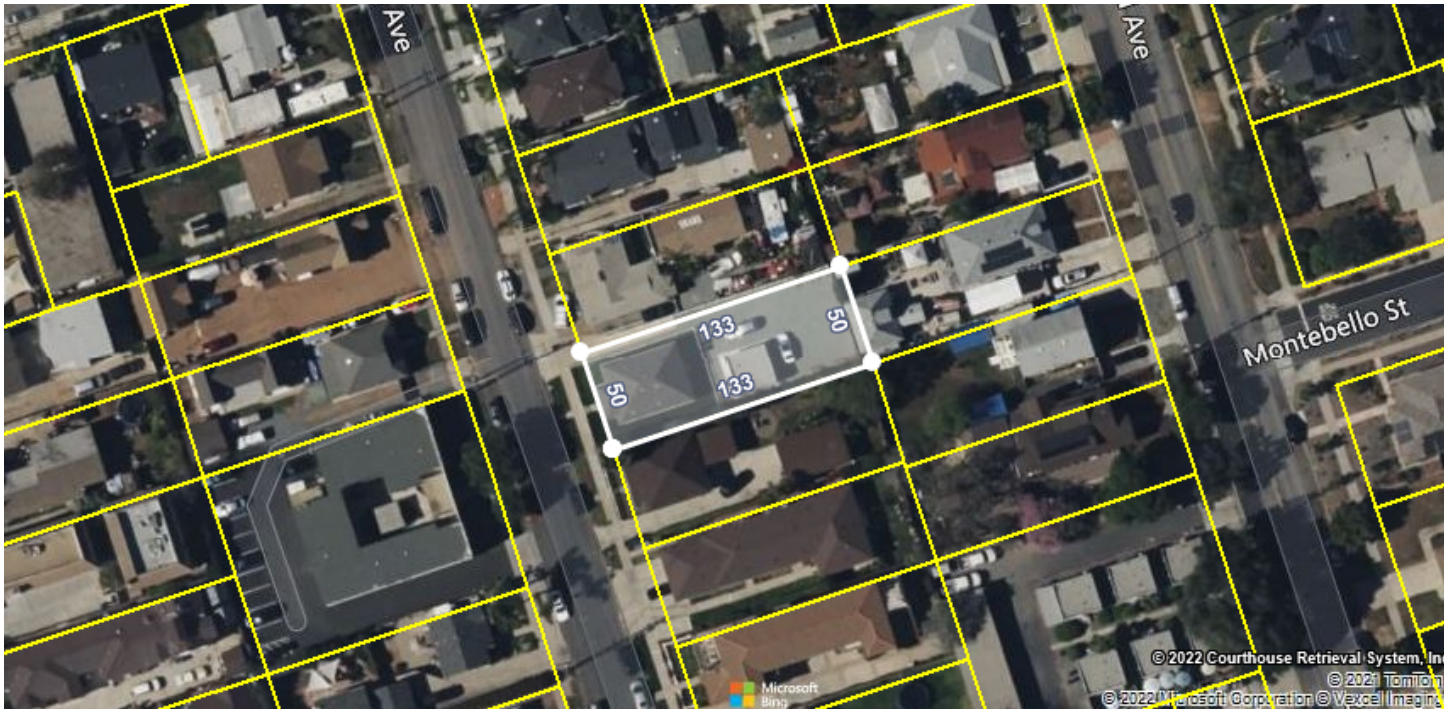
Signature

[Signature]



(Place Notary Seal Above)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



#### LOCATION

<b>Property Address</b>	273 Twin Oaks Ave Chula Vista, CA 91910-2720
<b>Subdivision</b>	Central Addition To Chula Vista
<b>Carrier Route</b>	C014
<b>County</b>	San Diego County, CA
<b>Map Code</b>	1310B6

#### GENERAL PARCEL INFORMATION

<b>APN/Tax ID</b>	568-164-05-00
<b>Alt. APN</b>	
<b>City</b>	Chula Vista
<b>Tax Area</b>	01000
<b>2010 Census Trct/Blk</b>	123.04/1
<b>Assessor Roll Year</b>	2021

#### PROPERTY SUMMARY

<b>Property Type</b>	Residential
<b>Land Use</b>	Single Family Residential
<b>Improvement Type</b>	Single Family Residential
<b>Square Feet</b>	884
<b># of Buildings</b>	1

#### CURRENT OWNER

<b>Name</b>	G R Estate Investment Property Trust 02-09-10
<b>Mailing Address</b>	601 E Palomar St # 407 Chula Vista, CA 91911-6976
<b>Owner Occupied</b>	No
<b>Owner Right Vesting</b>	Trust

#### SCHOOL ZONE INFORMATION

<b>Rosebank Elementary School</b>	0.5 mi
Primary Middle: K to 6	Distance
<b>Hilltop Middle School</b>	1.3 mi
Middle: 7 to 8	Distance
<b>Hilltop High School</b>	1.2 mi
High: 9 to 12	Distance

#### SALES HISTORY THROUGH 09/01/2022

Settlement Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
10/25/2018	1/10/2019		Alsheikh Zeena George & Gr Estate Investment Prope	Casillas Natalie & Gr Estate Investment	Correction Deed		2019-0010203

## Property T

12/14/2016	12/23/2016		Casillas Natalie & Gr Estate Investment Property T	Nava Carlos	Quit Claim Deed	2016-0705524
4/24/2015	4/27/2015		Gr Estate Investments Property Trust	Nava Carlos	Quit Claim Deed	2015-0204126
10/8/2014	10/30/2014	\$220,000	Nava Carlos	Valenzuela Alberto Martinez	Grant Deed	2014-0473449
10/24/2014	10/30/2014		Nava Carlos	Nava Martha	Intrafamily Transfer & Dissolution	2014-0473448
8/23/2012	11/28/2012	\$220,000	Valenzuela Alberto Martinez	Lions Consulting Pros LLC	Grant Deed	2012-0744314
8/8/2012	8/9/2012		Lions Consulting Pros LLC	Martin Martin Carlos Cisneros	Grant Deed	2012-0472543
3/14/2012	3/16/2012	\$175,000	Martin Martin Carlos Cisneros	Patterson Michael R	Grant Deed	2012-0156262
12/14/2011	3/16/2012		Patterson Michael R	Villas De Sevilla LLC	Grant Deed	2012-0156261
6/19/2006	8/23/2006		Villas De Sevilla LLC	888 Investments LLC	Quit Claim Deed	2006-0601068
1/24/2006	3/16/2006		888 Investments LLC	Patterson Michael R	Quit Claim Deed	2006-0183659
6/3/2005	6/21/2005	\$450,000	Patterson Michael R	Adams Betty G & 1996 Adams Revocable Trust	Grant Deed	2005-0520092

## TAX ASSESSMENT

Tax Assessment	2022	Change (%)	2021	Change (%)	2020
Assessed Land	\$254,816.00	\$4,996.00 (2.0%)	\$249,820.00	\$2,561.00 (1.0%)	\$247,259.00
Assessed Improvements	\$141,563.00	\$2,775.00 (2.0%)	\$138,788.00	\$1,423.00 (1.0%)	\$137,365.00
Total Assessment	\$396,379.00	\$7,771.00 (2.0%)	\$388,608.00	\$3,984.00 (1.0%)	\$384,624.00
Exempt Reason					
% Improved	36%				

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2021			\$4,543.64
2020			\$4,435.20
2019			\$4,320.84
2018			\$4,254.32
2017			\$4,165.62
2016			\$4,068.64
2015			\$2,531.96
2014			\$2,551.04
2013			\$2,997.04

## MORTGAGE HISTORY

Date Recorded	Loan Amount	Borrower	Lender	Book/Page or Document#
03/10/2022	\$34,311	Nava Carlos	Us Department Of Housing And Urban Development	2022-0108453
12/23/2016	\$530,000	Casillas Natalie Gr Estate Investment Property	Dream Home Trust	2016-0705525
10/30/2014	\$201,465	Nava Carlos	New America Funding	2014-0473450
11/28/2012	\$216,015	Valenzuela Alberto Martinez	Pacific Union Financial	2012-0744315
03/16/2012	\$100,000	Martin Martin Carlos Cisneros	Homequity Funding	2012-0156263

07/07/2005	\$310,000	Patterson Michael R	Adobe Oil Development	2005-0573508
06/21/2005	\$315,000	Patterson Michael R	Washington Mutual	2005-0520093

## FORECLOSURE HISTORY

No foreclosures were found for this parcel.

## PROPERTY CHARACTERISTICS: BUILDING

## Building # 1

Type	Single Family Residential	Condition	Units
Effective Year Built	2003	Stories	
BRs	2	Baths	1 F H Rooms
Total Sq. Ft.	884		
Building Square Feet (Living Space)		Building Square Feet (Other)	

## - CONSTRUCTION

Quality	Roof Framing
Shape	Roof Cover Deck
Partitions	Cabinet Millwork
Common Wall	Floor Finish
Foundation	Interior Finish
Floor System	Air Conditioning
Exterior Wall	Heat Type
Structural Framing	Bathroom Tile
Fireplace	Plumbing Fixtures

## - OTHER

Occupancy	Building Data Source
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## PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Garage	2 CAR		

## PROPERTY CHARACTERISTICS: LOT

Land Use	Single Family Residential	Lot Dimensions	
Block/Lot	A/9	Lot Square Feet	6,659
Latitude/Longitude	32.643236°/-117.076944°	Acreage	0.15

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type	
Electric Source	Topography	
Water Source	District Trend	
Sewer Source	School District	Sweetwater Un
Zoning Code	R-3:Restricted Multiple	
Owner Type		

## LEGAL DESCRIPTION

Subdivision	Central Addition To Chula Vista	Plat Book/Page	
Block/Lot	A/9	Tax Area	01000
Tract Number	001093		
Description	Tr 1093 Blk A Lot 9		

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065021-06073C1914G	05/16/2012

LISTING ARCHIVE

No Listings found for this parcel.

# STATE OF CALIFORNIA DEPARTMENT OF REAL ESTATE

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542.

The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 9/13/2022 8:19:42 PM

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**License Type:** SALESPERSON

**Name:** Casillas, Nicole

**Mailing Address:** 273 TWIN OAKS AVE  
CHULA VISTA, CA 91910

**License ID:** 02089303

**Expiration Date:** 05/06/23

**License Status:** LICENSED

**Salesperson License Issued:** 05/07/19

**Former Name(s):** NO FORMER NAMES

**Responsible Broker:** License ID: [01481919](#)  
West Edge Inc  
2300 BOSWELL RD STE 100  
CHULA VISTA, CA 91914

**Comment:** NO DISCIPLINARY ACTION

NO OTHER PUBLIC COMMENTS

>>>> Public information request complete <<<<





Secretary of State  
Articles of Incorporation of a  
Nonprofit Public Benefit Corporation

ARTS-PB-  
501(c)(3)

**IMPORTANT** — Read Instructions before completing this form.

**Filing Fee** — \$30.00

**Copy Fees** — First page \$1.00; each attachment page \$0.50;  
Certification Fee — \$5.00

Note: A separate California Franchise Tax Board application is required to obtain tax exempt status. For more information, go to [ftb.ca.gov](http://ftb.ca.gov).

**FILED**

Secretary of State  
State of California

4737047

Filing Number

04/26/2021

Filing Date

This Space For Office Use Only

**1. Corporate Name** (Go to [www.sos.ca.gov/business/be/name-reservations](http://www.sos.ca.gov/business/be/name-reservations) for general corporate name requirements and restrictions.)

The name of the corporation is **New Lyfe Homes**

**2. Business Addresses** (Enter the **complete** business addresses. Item 2a cannot be a P.O.Box or "in care of" an individual or entity.)

a. Initial Street Address of Corporation - <b>Do not enter a P.O. Box</b> <b>2875 Morningside Street</b>	City (no abbreviations) <b>San Diego</b>	State <b>CA</b>	Zip Code <b>92139</b>
b. Initial Mailing Address of Corporation, if different than item 2a <b>3755 Avocado Blvd Suite 232</b>	City (no abbreviations) <b>La Mesa</b>	State <b>CA</b>	Zip Code <b>91941</b>

**3. Service of Process** (Must provide either Individual **OR** Corporation.)

**INDIVIDUAL** — Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation) <b>Vanessa</b>	Middle Name <b>Nichole</b>	Last Name <b>McDonald</b>	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b> <b>10910 Calle Verde #305</b>	City (no abbreviations) <b>La Mesa</b>	State <b>CA</b>	Zip Code <b>91941</b>

**CORPORATION** — Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 3a or 3b

**Item 4a:** One or both boxes **must** be checked.

**4. Purpose Statement** **Item 4b:** If "public" purposes is checked in Item 4a, or if you intend to apply for tax-exempt status in California, you **must** enter the specific purpose in Item 4b.)

- a. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: ☒ **public purposes.** ☒ **charitable purposes.**
- b. The specific purpose of this corporation is to **Provide transitional housing & support services to those in need of a**

**5. Additional Statements** (See Instructions and Filing Tips.)

- a. This corporation is organized and operated exclusively for the purposes set forth in **Article 4** hereof within the meaning of Internal Revenue Code section 501(c)(3).
- b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- c. The property of this corporation is irrevocably dedicated to the purposes in **Article 4** hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable, educational and/or religious** purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

**6. Read and Sign Below** (This form must be signed by each incorporator. **See Instructions.** Do not include a title.)

**Vanessa N. McDonald**

4737047

Proposed Entity Name: New Lyfe Homes

Form: Articles of Incorporation - Nonprofit Public Benefit - ARTS-PB-501c3

Submission ID: eForms-000000087847

Submission Date: 04/26/2021

RE: Item 4(b)

#### 4. Purpose Statement

b. The specific purpose of this corporation is to Provide transitional living homes and support services to those in need of a stepping stone to get back on their feet.



Vanessa N. McDonald

Signature

Type or Print Name