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 Riverside Resale

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RECORDING REQUESTED BY AND  
 WHEN RECORDED MAIL TO:

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REDEVELOPMENT AGENCY OF  
 THE CITY OF RIVERSIDE  
 3900 Main Street, 5th Floor  
 Riverside, California 92522  
 Attn: Housing Manager

DOC # 2009-0463621

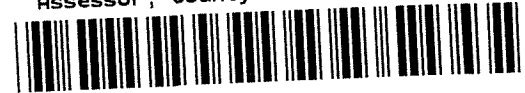
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Page 1 of 16

Recorded in Official Records  
 County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder



Project: Down Payment  
 Assistance Program  
 APN: 218-216-001

*3325245-04*

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**AFFORDABLE LOAN AGREEMENT FOR  
 THE CITY OF RIVERSIDE  
 DOWN PAYMENT ASSISTANCE PROGRAM**

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THIS LOAN AGREEMENT ("Loan Agreement" or "Agreement") is entered into as of this 17<sup>th</sup> day of July, 2009, between the Redevelopment Agency of the City of Riverside, a public body corporate and politic ("Agency"), and Adam and Beth Wright ("Borrower").

**RECITALS**

- A. The Agency has established its Down Payment Assistance Program, under which the Agency will provide a subsidy to Eligible Persons and Families towards the purchase of a residence. The Agency intends that the subsidy provided by the Program will assist first time homebuyers who are Eligible Persons and Families to purchase residential property for owner-occupancy at affordable housing cost, and
- B. The Borrower is interested in participating in the Agency's Down Payment Assistance Program ("Program"), and will comply with all program rules and requirements; and
- C. Borrower will use the proceeds of the Program loan for the acquisition of the real property with the street address of **5410 Magnolia Ave, Riverside, California, 92506** more particularly described in **Exhibit A** attached and incorporated by this reference ("Property"), and other costs as provided in this Loan Agreement; and
- D. As further consideration for the loan and to further the interests of Agency, Borrower has agreed to enter into and record this Agreement; and
- E. Borrower has represented to the Agency that Borrower intends to reside in the Property, as his, her or their principal place of residence at all times throughout the term of this Agreement.

*C/A 1083*

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

## 1. DEFINITIONS

Unless otherwise defined, the following capitalized terms shall be defined in this Agreement as follows:

- a. **"AGENCY"** is the Redevelopment Agency for the City of Riverside and a public body corporate and politic.
- b. **"AGENCY FUNDS" or "AGENCY INVESTMENT"** is defined as funds received from the Redevelopment Agency of the City of Riverside. Agency Investment may include: Agency cash investment, the difference between the price of land provided by the Agency and fair market value of the land, the amount of fees waived by the Agency, and the value of in-kind contributions made on behalf of the Agency.
- c. **"AREA MEDIAN INCOME"** means the median income for the Riverside County Primary Metropolitan Statistical Area (PMSA), with adjustments for household size, as adjusted from time to time by the U.S. Dept. of Housing and Urban Development (HUD).
- d. **"BORROWER" or "BORROWERS"** is the qualifying household that is the purchaser of a House within the Project.
- e. **"BORROWER'S CASH CONTRIBUTION"** is defined as cash deposited by the Borrower plus any gift funds approved by the Agency (less any refunds) in the Original Purchase Price transaction. Borrower's Cash Contribution does not include any credit for closing costs, rebate financing, concessions, etc., provided by any party other than Borrower.
- f. **"BORROWER'S APPLICABLE CLOSING COSTS"** include those costs of broker's commission escrow fees, title costs and fees, recording fees, etc.
- g. **"CITY"** is the City of Riverside, a California charter city and municipal corporation.
- h. **"CC&Rs"** shall mean the document entitled Covenants, Conditions and Declaration of Restrictions that shall run with title to the Property and shall be binding upon the Borrower, its successors and its assigns.
- i. **"DEED OF TRUST"** means any deed of trust, assignment of rents, and security agreement placed on the Property or any part thereof as security for any Loan and other obligations with Borrower as trustor and the Agency as beneficiary, as well as any amendments to, modification of, and restatements of said deed (s) of trust.
- j. **"DOCUMENTED CAPITAL IMPROVEMENTS"** is defined by the IRS as improvements (not repairs) in IRS publication 530 (or equivalent). All documentation is necessary to establish said improvements must be submitted to the Agency for review. Please contact the City of Riverside Building Division to ensure that any Documented Capital Improvements meet current code and permits are obtained when required.
- k. **"EFFECTIVE PERIOD"** is defined as the period commencing on the date of this Agreement and ending on the earlier of the repayment of the loan from the Agency or forty-five (45) years after recordation of the Deed of Trust.
- l. **"EQUITY SHARE PERIOD"** is defined as the forty-five (45) year period after recordation of the Deed of Trust in which the Agency shall share Net Appreciation if the

property is sold, rented, refinanced, conveyed, or transferred (except as provided in the Note), without the express written consent of the Agency.

- m. **"FUTURE SALES PRICE"** is defined as the price obtained for the Property in the open market and shall include any thing of value given for consideration (e.g., cash, personal property, real property, etc.).
- n. **"HOMEOWNER INVESTMENT"** is defined as the amount of Borrower's Cash Contribution and Documented Capital Improvements made by the Borrower since purchase.
- o. **"HCD"** means the State of California, Department of Housing and Community Development.
- p. **"HOUSE"** means a residential dwelling unit that is located on the Property.
- q. **"HUD"** means the United States Department of Housing and Urban Development.
- r. **"LOAN"** is any loan of funds provided by the Agency to any Borrower for the purchase of any House.
- s. **"LOAN AGREEMENT"** means any loan agreement executed by any Borrower and the Agency which governs any Loan, as well as any amendments to, modifications of, or restatements of said loan agreement(s). The Loan Agreements will be on file with the Agency.
- t. **"LOAN DOCUMENTS"** are collectively the Deed of Trust, Note, Note Rider, this Loan Agreement and any loan agreement, deed of trust, or promissory note entered into between the Agency and Borrower with respect to any of the Property, as they may be amended, modified or restated from time to time, along with all exhibits and attachments to these documents.
- u. **"NET APPRECIATION"** is calculated by subtracting the Original Purchase Price, Borrower's Initial Cash Contribution, Documented Capital Improvements, and the Borrower's Applicable Closing Costs from the Current Sale's Price.
- v. **"NOTE"** means the promissory note and note rider executed by Borrower in favor of the Agency evidencing any part of a Loan, which is secured by a Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note. The Notes will be on file with the Redevelopment Agency of the City of Riverside.
- w. **"OCCUPY"** means dwell or reside in as full-time principal residence.
- x. **"ONE HUNDRED TWENTY PERCENT OF AREA MEDIAN INCOME"** means annual income which does not exceed One Hundred Twenty Percent (120%) of the area median income for the Riverside-San Bernardino-Ontario Metropolitan Area published by the State of California Housing and Community Development Department, as may be amended from time to time
- y. **"ORIGINAL PURCHASE PRICE"** is defined as the amount paid for the Property, plus any financed upgrades or closing costs as listed on the Final HUD-1 Settlement Statement.
- z. **"PERIOD OF AFFORDABILITY"** means the period commencing on the date of this Agreement and ending on the earlier of the repayment of the loan from the Agency or forty-five (45) years after the recordation of the Deed of Trust.
- aa. **"PROJECT"** means the purchase of the Property which will be affordable to households earning One Hundred Twenty Percent (120%) of Area Median Income.
- bb. **"PROPERTY"** means the real property located at: **5410 Magnolia Avenue, Riverside, California, 92506** and described in the attached Exhibit A, which is hereby incorporated

into this Agreement by this reference, and any buildings or improvements now or hereafter situated on said real property.

- cc. **"QUALIFYING HOUSEHOLD"** means a household whose income does not exceed One Hundred Twenty Percent (120%) of Area Median Income, as determined periodically by HUD, and who is otherwise eligible to purchase a House.
- dd. **"QUALIFYING SALES PRICE"** means a sales price that is the lessor of Two Hundred Fifty Thousand Dollars (\$250,000.00), or does not exceed the Single Family Mortgage Limit under Section 203(b) of the National Housing Act for the Riverside County Area, as may be amended from time to time; or ninety-five percent (95%) of the area median purchase price for the area (based on housing type) if a separate finding is determined by the local HUD Field Office upon request by the Agency.

## 2. TERM OF AGREEMENT

The term of this Agreement shall remain in full force and effect during the Effective Period regardless of any expiration of the term of any Loan, any payment or prepayment of any Loan, any assignment of a Note, any reconveyance of a Deed of Trust, or any sale, assignment, transfer, or conveyance of the Property, unless terminated earlier by Agency in writing or extended by the mutual consent of the parties. However, failure to record this Agreement by Agency shall not relieve Borrower of any of the obligations specified herein.

## 3. USE OF AGENCY FUNDS

Borrowers shall receive a portion of Agency Funds for acquisition of the Property. The Agency Funds will be utilized in a down payment/closing cost assistance program, which will effectively allow the Borrower to acquire the Property. Borrower agrees to comply with all aspects of Community Redevelopment Law as set forth in this Agreement

## 4. AFFORDABILITY

- a. The House will qualify as affordable housing and will:
  - i. have an initial purchase price that is a Qualifying Sales Price; or
  - ii. have an estimated appraised value at acquisition that does not exceed Qualifying Sales Price (in the event Agency funds are utilized for rehabilitation and purchase of the property).
- b. The House must be the principal residence of Borrower.
- c. Borrower must be a Qualifying Household at the time the Property is purchased.
- d. The deferred Loan for the Agency-assisted House is \$50,783.
- e. Pursuant to Health and Safety Code section 33334.3 the use of Agency Funds in a homeownership transaction carries a period of affordability for projects. The period of affordability for this project will commence on the date of this Agreement and end on the earlier of the repayment of the loan from the Agency, or forty five (45) years after the recordation of this Agreement.

## 5. RECAPTURE OF AGENCY FUNDS AND SHARED EQUITY EXAMPLE

Pursuant to Health and Safety Code section 33334.3, the Agency requires that Agency Funds be recaptured if the housing does not continue to be the principal residence of the family for the duration of

the Period of Affordability. If all or any part of the Property or any interest in it is sold, rented, refinanced, conveyed or transferred (or if a beneficial interest in Borrower is sold, rented, refinanced, conveyed, or transferred and Borrower is not a natural person), the "Equity", as hereafter defined, in the Property shall be shared between the Borrower and the Agency on the following basis:

Note: The amount of equity due to the Agency will be based on the percentage of down payment assistance provided initially to the homebuyer. The equity share shall be calculated by subtracting the seller's applicable closing costs, seller's cash contribution in the original purchase price, and the documented value of capital improvements from the gross appreciation amount. Upon sale of the unit, the Agency's principal will be paid along with the calculated proportion of equity.

The following example assumes the following: (a) **Future Sales Price** (in the example \$330,000), (b) **Original Purchase Price** of \$250,000, (c) Seller's **initial contribution** at original purchase (down payment, closing costs, etc.), (d) Seller's **closing costs**, (e) **Net Appreciation**, (f) Agency's **Down Payment Loan** (down payment assistance), (g) Agency's Equity Share as a % of its investment in the original purchase (for example \$20,000 Original Agency Loan is 8% of the original purchase price), (i) total due to Agency, and (j) Seller's Share. **The table is for the purpose of illustration only.**

Future Sales Price (a)	Original Purchase Price (b)	Seller's Initial Contribution (c)	Capital Improvements (d)	Seller's closing costs (e)	Net Appreciation (f) (a-b-c-d-e)	Agency's Loan (g)	Agency's Equity Share (15% of [f]) (h)	Total due to the Agency (i) ((g) + [h])	Seller's Share (j) ([f] - [i])
\$330,000	\$250,000	\$7,500	\$5,000	\$17,500	\$50,000	\$20,000	\$4,000	\$24,000	\$26,000

In this example, the finance charge/equity-share amounts will vary depending on the gross sales price, net sales price, the amount of equity, and total down payment assistance received from the Agency.

In the event that no Net Appreciation exists at the time of transfer or sale, the Agency Funds will still be due and payable. In the event that negative Net Appreciation situation exists, and the full amount of the Agency Funds are not available to be recaptured, the amount of Agency Funds required to be repaid to the Agency will be calculated as follows:

$$\frac{\text{Agency Investment}}{\text{Agency Investment} + \text{Homeowner Investment}} \times \text{Net Proceeds} = \text{Agency amount to be recaptured}$$

$$\frac{\text{Homeowner Investment}}{\text{Agency Investment} + \text{Homebuyer Investment}} \times \text{Net Proceeds} = \text{Amount to Homeowner}$$

Please note that the equity share requirement will remain in effect for the entire effective period. There will be no forgiveness of the equity share.

PAW AW  
Borrower's Initials

## 6. OWNER-OCCUPANCY REQUIREMENT

Borrower shall Occupy the Property as his or her or their Primary Residence, and the Property shall be used as the Primary Residence of Borrower and Borrower's household and for no other purpose. The Borrower occupancy restrictions shall be set forth in the CC&Rs attached hereto as Exhibit "E", to be recorded against the Property.

PAW AW  
Borrower's Initials

**7. ELIGIBLE PERSON OR FAMILY**

Borrower represents, warrants and declares under the penalty of perjury to the Agency as follows:

- a. The information relating to the Borrower’s household income that has been provided by the Borrower to the Agency to verify Borrower’s eligibility for the Program Loan is true, correct and complete as of the date such information was provided to the Agency and as of the date of this Loan Agreement. Borrower acknowledges that the Agency is relying upon Borrower’s representation that Borrower is an Eligible Person or Family, and Agency would not have entered into this Loan Agreement if Borrower did not so qualify. Area median income for low to moderate income households in the Riverside-San Bernardino-Ontario Metropolitan Statistical Area adjusted for family size pursuant to Health and Safety Code section 50093 as of April 2, 2009 (subject to change by Agency approximately annually).
- b. Neither Borrower nor any person in Borrower’s household has, or has had, an ownership interest in a principal place of residence at any time during all or any part of the three (3) years immediately prior to the funding of the Program Loan.

**8. MAINTENANCE OF THE PROPERTY**

Borrower covenants and agrees for itself, its successors, and assigns, that from and after the date of this Loan Agreement, Borrower, its successors and its assigns, shall, at their sole cost and expense, maintain the Property, including its improvements, fixtures and landscaping, in good order, condition, and repair, and in accordance with the Riverside Municipal Code. Borrower, its successors and its assigns shall keep the Property, including its improvements, fixtures and landscaping, free from debris, waste materials, and graffiti and shall maintain any required landscaping in a neat and healthy condition, in addition to whatever remedies the Agency may have for breach of covenants as set forth in this section. If Borrower, its successors, or assigns, fails to cure, correct, or remedy any default relating the foregoing maintenance of exterior improvements or landscaping within thirty (30) days after receipt of a notice of default, the Agency may enter upon the Property without further notice and perform the necessary maintenance and repair, in which event the Borrower shall pay such costs as are incurred by the Agency for such maintenance and repair, including, but not limited to, the costs of administrative services and legal services. The Agency shall also be entitled to a lien upon the Property to the extent of such costs, including, but not limited to, the costs of administrative services and legal services, and may perfect such lien by filing notice thereof with the appropriate entities. Any such lien shall be subordinate and subject to mortgages, deeds of trust, or other security instruments executed for the sole purpose of obtaining funds to purchase the Property as approved under this Loan Agreement.

**9. REPAYMENTS**

Agency Funds that are loaned to the Borrower are to be remitted (principal and equity share, as warranted) to the Agency to be retained and used as program income for the Agency’s Down Payment Assistance Program.

**10. PROJECT REQUIREMENTS**

Compliance with the following project requirements is required as follows:

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*CIA 1083*

- a. Maximum per-unit subsidy amount. The amount of Agency Funds that the Agency may invest on a per-unit basis in affordable housing will not exceed the per-unit dollar limits established by HUD.
- b. Property Standards. Housing that is assisted with Agency Funds, at a minimum, must meet Section 8 Housing Quality Standards.
- c. Property Cost Limits. The value of acquisition and development of the housing units must not exceed the limit established in Paragraph 4 above.
- d. Occupancy Requirements. The Program requires that occupancy standards at the Property must be maintained for the Effective Period as follows:
  - (1) The prospective purchaser must be low to moderate income; that is, the purchaser must have an annual (gross) income that does not exceed One Hundred Twenty percent (120%) of Area Median Income, which will be determined at either the time the household initially occupies the property or at the time the Agency Funds are invested; whichever is later.
  - (2) Each Borrower must occupy the property as a principal residence.
  - (3) The property will remain affordable, pursuant to this covenant for not less than the Period of Affordability, as specified by the affordability schedule at Health and Safety Code Section 33413 (b)(2)(c).
- e. Ownership Interest. The purchaser must have fee simple title upon sale of a Agency-assisted unit or cooperative ownership interest upon sale of a Agency-assisted unit.
- f. Refinance. In the event that Borrower seeks to refinance the Property, Borrower is required to obtain Agency approval and additional documentation is required:
  - (1) Established Agency Subordination Requirements in place at the time of the refinance request. The Agency may in its sole and absolute discretion refuse to subordinate its interest in the Property.
  - (2) Eligible Transfer. During the Effective Period, the Property, or any interest therein, shall not be conveyed by any Transfer except with the express written consent of the Agency as more particularly described in the Promissory Note, which consent shall be given only if the Transfer is consistent with the Agency's goal of creating, preserving, maintaining and protecting housing in the Agency for eligible persons and families.

## 11. REVERSION OF ASSETS

Borrower must transfer to the Agency any AGENCY Funds remaining in the Property after the time of expiration of the Effective Period when there is a change to title on the Property or any sale, rental, refinance, conveyance or transfer of Property. Any funds received as a result of this reversion of assets shall be used for additional AGENCY-eligible activities.

**12. DEFAULTS AND REMEDIES**

In the event of any breach or violation of any agreement or obligation under this Agreement, the Agency may proceed with any or all of the remedies as described in paragraph 18 of the Deed of Trust.

**13. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS**

No officer, official, director, employee, agent or representative of the Agency shall be personally liable to Borrower for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

**14. INSURANCE**

Borrower shall maintain, during the term of the Agency Loan, an all risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall name the Agency as loss payee and shall contain a statement of obligation on behalf of the carrier to notify the Agency of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Borrower shall transmit a copy of the certificate of insurance and loss payee endorsement to the Agency within thirty (30) days of the effective date of this Agreement, and Borrower shall annually transmit to Agency a copy of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to Agency. Any certificate of insurance must be in the types, limits, forms and ratings required by the City’s Risk Manager or Agency General Counsel, or a designee.

**15. INDEMNITY**

Notwithstanding the insurance coverage required herein, Borrower shall indemnify and hold the Agency and its officers, officials, directors, employees, agents and authorized representatives (each, an “Indemnified Party,” and collectively, “Indemnified Parties”), free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney’s fees) which any Indemnified Party may incur as a direct or indirect consequence of (1) Borrower’s failure to perform any obligations as and when required by this Agreement; (2) any failure of any of Borrower’s representations or warranties to be true and complete; or (3) any act or omission by Borrower or any contractor, subcontractor, management agent, or supplier with respect the Property, except where such losses are caused by the sole negligence or willful misconduct of Indemnified Parties. Borrower shall pay immediately upon the Agency’s demand any amounts owing under this indemnity. The duty of the Borrower to indemnify includes the duty to defend Indemnified Parties in any court action, administrative action, or other proceeding brought by any third party arising from the Property. Borrower’s duty to indemnify Indemnified Parties shall survive the term of this Agreement.

**16. SUBORDINATION**

This Agreement shall be subordinated in priority only to the liens and encumbrances approved by the Agency in the Loan Agreement or otherwise in writing by the Agency in its sole and absolute discretion.

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## 17. DOCUMENTS

Borrower is aware that the Agency has prepared certain documents to implement the Program and secure repayment/recapture of the Program Loan. Borrower has reviewed and agrees to execute and/or agree with the following documents in substantially the form as attached to this Agreement prior to receiving the Agency Loan, and any other documents or instruments reasonably required by Authority or a participating entity to complete the transaction contemplated herein:

- a. Promissory Note (Exhibit "B");
- b. Note Rider (Exhibit "C");
- c. Agency Deed of Trust (Shared Appreciation) (Exhibit "D");
- d. Covenants, Conditions and Declaration of Restrictions including Owner-Occupancy Restriction (Exhibit "E");
- e. Homebuyer Affidavit (Exhibit "F"); and
- f. Notice of Affordability (Exhibit "G")

Borrower agrees and acknowledges that this Agreement, the Agency Deed of Trust and the Covenants, Conditions and Declaration of Restrictions including Owner-Occupancy Restriction shall be recorded against the Property with the County Recorder of the County of Riverside and shall appear of record with respect to and as an encumbrance against the Property.

## 18. GENERAL PROVISIONS

- a. **Further Assurances.** The Borrower shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the Agency shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and making the Agency Loan.
- b. **Governing Law.** The Borrower hereby agrees to comply with all ordinances, rules, and regulations of the Agency. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Riverside, State of California, in an appropriate municipal court in that county, or in the Federal District Court in the Central District of California.
- c. **Amendment of Agreement** No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Borrower and Agency.
- d. **Assignment by Agency.** Agency may, at its option, assign the Note or its right to receive repayment thereunder to a public entity without obtaining consent of the Borrower or the holder of the First Lien or the holder of the Second Lien, or to a profit-making entity with the prior written consent of the holder of the First Lien and the holder of the Second Lien
- e. **Assignment by Borrower Prohibited.** In no event shall Borrower assign or transfer any portion of this Agreement without the prior express written consent of the Agency, which consent may be given or withheld in the Agency's sole discretion. No assumption of the Agency Loan shall be permitted at any time. This section shall not affect or diminish the

Agency's right to assign all or any portion of its rights to the proceeds of the Agency Loan hereunder.

- f. **Relationship of Borrower and Agency.** The relationship of Borrower and Agency pursuant to this Agreement is that if debtor and creditor and shall not be, or be construed to be a joint venture, equity venture, partnership, or other relationship.
- g. **Notices.** Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

Agency

Redevelopment Agency of  
the City of Riverside  
3900 Main Street, 5th Floor  
Riverside, California 92522  
Attn: Housing Manager

Borrower

Adam and Beth Wright  
5410 Magnolia Avenue  
Riverside, CA 92506

Either party may change its address for notice by giving written notice thereof to the other party.

- h. **Attorneys' Fees and Costs** In the event that any action is instituted to enforce payment or performance under this Agreement, the parties agree the non prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by such prevailing party in enforcing this Agreement.
- i. **Entire Agreement.** This Agreement, together with all attachments hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Agency and the Borrower concerning all or any part of the subject matter of this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, The Agency and the Borrower have executed this Agreement as of the date first hereinafter set forth

THE REDEVELOPMENT AGENCY OF  
THE CITY OF RIVERSIDE, a public  
body corporate and politic

BORROWER(S)

*Deanna Anon*  
Development Director

Date: 07-16-2009

Attest: *Cristina*  
Agency Secretary

Date: 07-17-2009

*Beth Wright*  
Signature

Beth Wright  
Print Name

Date: 6-30-09

*Adam Wright*  
Signature

Adam Wright  
Print Name

Date: 6-30-09

Approved as to Form:

*R. Magle*  
for Agency General Counsel

TEMPLATES-14  
D P A HOME Affordable Loan Agreement-AGENCY  
09-1340 rmg

Initials *AW*

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On July 17, 2009 before me, Valerie Herrera, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Colleen J. Nicol  
Name(s) of Signer(s)

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 Valerie Herrera  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_

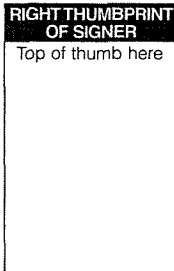
Document Date \_\_\_\_\_ Number of Pages \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_

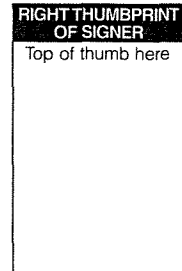
- Individual
- Corporate Officer — Title(s) \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other \_\_\_\_\_



Signer Is Representing \_\_\_\_\_

Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer — Title(s) \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other \_\_\_\_\_



Signer Is Representing \_\_\_\_\_

CIA 1083

**ACKNOWLEDGMENT**

State of California  
County of Riverside

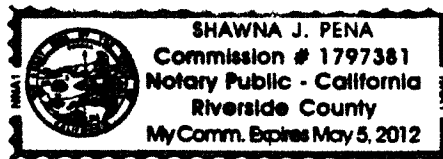
On July 16, 2009 before me, Shawna Peña, Notary Public  
(insert name and title of the officer)

personally appeared Deanna Lorson,  
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 Shawna Peña (Seal)



Shawna S. Pena  
May 5, 2012

**ACKNOWLEDGMENT**

State of California  
County of Riverside

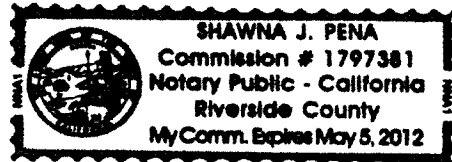
On June 30, 2009 before me, Shawna Peña, Notary Public  
(insert name and title of the officer)

personally appeared Adam Wright and Beth Wright,  
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 Shawna Peña (Seal)



1797381  
may 5, 2012

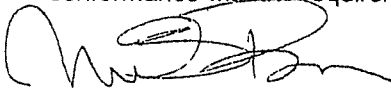
EXHIBIT A

APN 218-261-001  
FEE INTEREST

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 1 AS SHOWN BY MAP OF LINWOOD PLACE ADDITION NO. 2 ON FILE IN MAP BOOK 8, PAGE 48 THEREOF, RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 4/30/07 Prep. \_\_\_\_\_  
Mark S. Brown, L.S. 5655                      Date  
License Expires 9/30/07



**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached documents:

(Print or type the page number(s) and wording below):

_____ Incorporated _____
_____ Riverside County _____
_____
_____ 2009 _____
_____ Secretary _____
_____
_____
_____
_____
_____
_____

DATE: \_\_\_\_\_ 9-4-09 \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  \_\_\_\_\_

