

240811

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JUL - 9 1997

Recorded in Official Records
of Riverside County, California

Recorder *[Signature]*

Fees \$ *[Signature]*

Recording Requested By
and When Recorded Mail To:

CITY OF RIVERSIDE
City Clerk
City Hall, 3900 Main Street
Riverside, California 92522

Project: Sidewalks Daily Deli
Free Recording Government Code 6103

FOR RECORDER'S OFFICE USE

**DEED OF TRUST
With Assignment of Rent
(4281 Main Street, Riverside, California)**

THIS DEED OF TRUST with Assignment of Rents ("Deed of Trust") is made this 9th day of July, 1997 by and between LINDA BOULTON, dba SIDEWALKS DAILY DELI ("TRUSTOR") whose address is 4281 Main Street, Riverside, California 92501; FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("TRUSTEE") and CITY OF RIVERSIDE, a municipal corporation of the State of California ("BENEFICIARY").

WITNESSETH: That TRUSTOR grants, transfers and assigns to TRUSTEE in trust, with power of sale and right of entry and possession, all that real property in the City of Riverside, County of Riverside, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon BENEFICIARY to collect and apply such rents, issues and profits; and

TOGETHER WITH all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures owned or installed by or on behalf of TRUSTOR thereon.

FOR THE PURPOSE of securing (1) the payment of the sum of twenty-five thousand dollars (\$25,000), with interest thereon according to the terms of a Promissory Note executed by TRUSTOR in favor of BENEFICIARY, and dated of even date herewith (the "Note"), and any and all additions, modifications or extensions thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be owed by TRUSTOR, or the successor or assigns of TRUSTOR, to BENEFICIARY when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

(1) 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 therefor; 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 violation of law, and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) 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 hereby and in such order as BENEFICIARY may determine, or at the option of BENEFICIARY the entire amount so collected or any part thereof may be released to TRUSTOR. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of 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 foreclose this Deed of Trust.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said Property; when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof, which appear to be prior or 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 so 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 deem necessary to protect the security hereof, 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 incumbrance, 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 the reasonable fees therefor.

(5) 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 hereof, 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 BENEFICIARY not to exceed the maximum allowed by law at the time when said statement is demanded.

B. IT IS MUTUALLY AGREED:

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

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

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of BENEFICIARY and presentation of this Deed of Trust 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 thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to TRUSTEE for cancellation and retention or other disposition as TRUSTEE in its sole discretion may choose and upon payment of its fees, TRUSTEE shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee of such reconveyance may be described as "the person or persons legally entitled thereto".

(5) 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 unto 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 its 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 expenses of operation and collection, including reasonable attorney's fees, upon any 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.

(6) 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 deposit with TRUSTEE this Deed of Trust, 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, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. TRUSTEE may postpone sale of all or any portion of said Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. TRUSTEE shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, 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.

After deducting all costs, fees and expenses of TRUSTEE and of this Trust, including cost of evidence of title in connection with sale, TRUSTEE shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, the to person or persons legally entitled thereto.

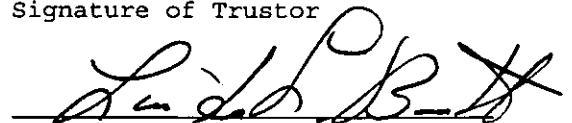
(7) BENEFICIARY, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any TRUSTEE named herein or acting hereunder, which instrument, executed by the BENEFICIARY and duly acknowledged and recorded in the office of the County Recorder for Riverside County, California, 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 of Trust is recorded and the name and address of the new TRUSTEE.

(8) That this Deed of Trust applies to, inures 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 pledgees, of the note secured hereby, whether or not named as BENEFICIARY herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That TRUSTEE accepts this Trust when this Deed of Trust, 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 party unless brought by TRUSTEE.

The undersigned TRUSTOR, requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at its address hereinbefore set forth.

Signature of Trustor



I have read and understand the foregoing Deed of Trust, consent thereto and I acknowledge receipt of a copy of said Deed of Trust.



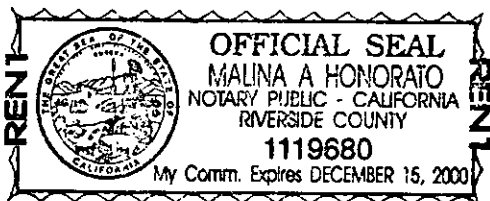
Robert R. Boulton

State of California)
County of Riverside) ss

On June 16, 1997, before me, the undersigned, a notary public in and for said State personally appeared Linda L. Boulton and Robert B. Boulton

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.



Malina A. Honorato
Signature

CAPACITY CLAIMED BY SIGNER

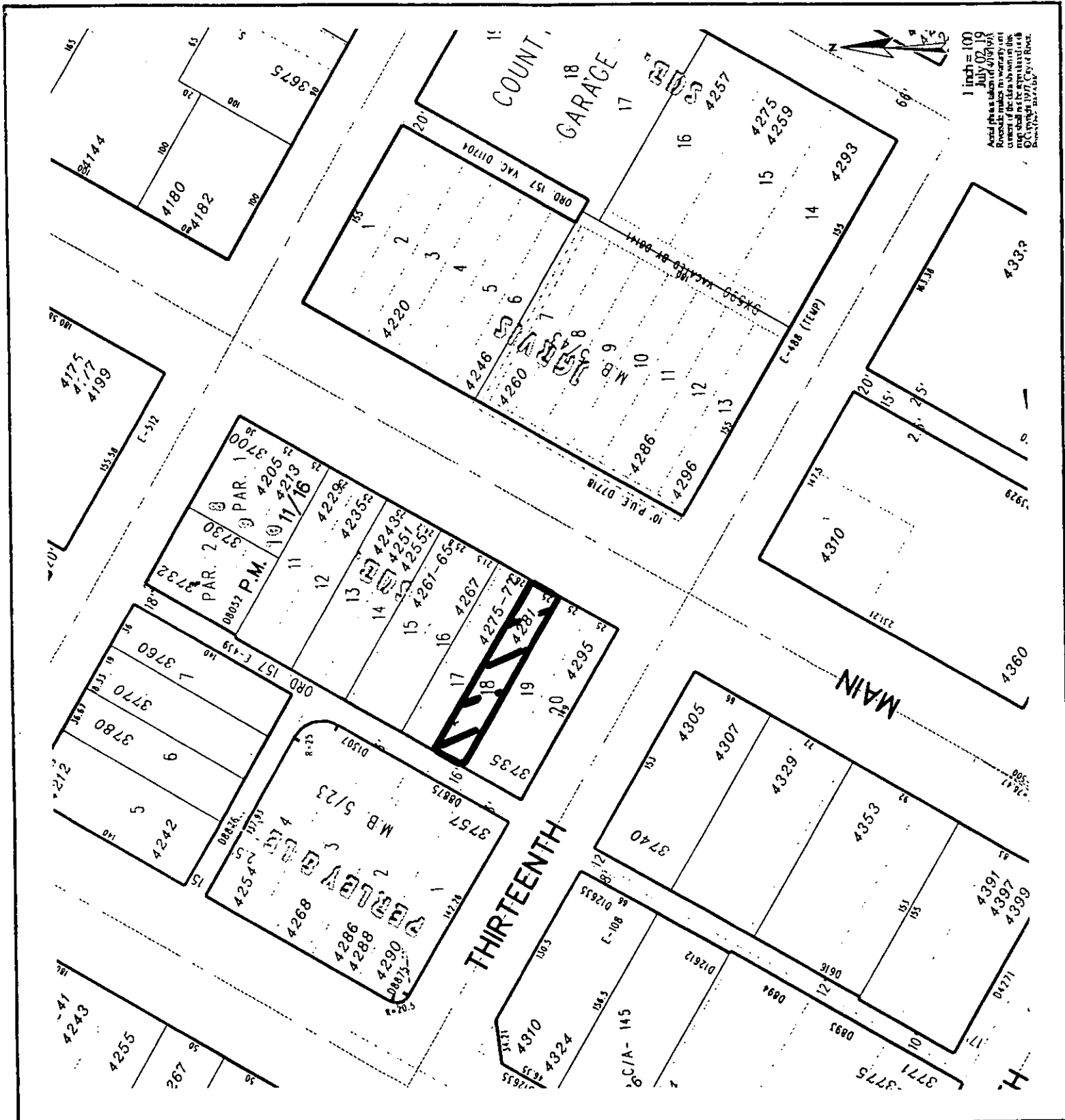
- Attorney-in-fact
- Corporate Officer(s)
Title _____ Title _____
- Guardian /Conservator
- Individual(s)
- Partner(s)
() General () Limited
- Trustee(s)
- Other _____

The party(ies) executing this document is/are representing:

LOT 18 OF PERLEY AND LETT'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 5
PAGE(S) 23 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL
12 97
Paul S. Brown
SHERIFF OF SAN BERNARDINO COUNTY

EXHIBIT A



1 inch = 100'
 July 02, 1991
 Avoid phone taken of 2/19/91
 Riverside makes no warranty on
 accuracy of the data shown on this
 plat and shall not be liable for
 errors or omissions.

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

39-2

SCALE: 1" = 475' DRAWN BY MS DATE 2/2/91 SUBJECT RE-DEV. AGREEMENT