

RECORDING REQUESTED BY:

When Recorded Mail To:

Escrow No.  
Title Order No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

**LAND CONTRACT SECURED BY DEED OF TRUST**

This Agreement executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
between (Vendor)

residing at \_\_\_\_\_  
and (Vendee)

residing at \_\_\_\_\_

**The parties covenant and agree as follows:**

(1) Vendor agrees to sell and Vendee agrees to buy, upon the covenants and terms herein recited and as provided by the Deed of Trust hereinbelow referred to, the real property commonly known as:

and located in the County of \_\_\_\_\_, State of California, and  
legally described as:

(2) The purchase price is the sum of \$ \_\_\_\_\_, which Vendee promises to pay to Vendor as follows:

(a) A down payment in the sum of \$ \_\_\_\_\_

(b) Vendee (jointly and severally) promises to pay to Vendor or order, at  
the balance in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
with interest from \_\_\_\_\_ on the unpaid principal balance at the rate of \_\_\_\_\_ per cent  
per annum; principal and interest payable in installments of \$ \_\_\_\_\_ or more on the  
day of each month, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
and continuing

Each payment shall be credited first on interest then due and the remainder on principal; interest shall thereupon cease upon the principal so credited; principal and interest payable in lawful money of the United States. This Agreement and all obligations hereunder are secured by a Deed of Trust to FIDELITY NATIONAL TITLE COMPANY, a California corporation, as trustee. All rights, remedies and defenses of the parties hereto shall be as provided by the terms and conditions of the provisions of said Deed of Trust and all laws and remedies applicable thereto.

INITIALS: \_\_\_\_\_

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(3) So long as Vendee is not in default of any provisions of this Agreement and the Deed of Trust securing same, Vendor agrees to make all payments and perform all obligations under any and all liens affecting said property which are not the obligation of Vendee. Should Vendor breach this covenant, Vendee may, without waiving any other rights or remedies, pay and perform such obligations and upon doing so shall be entitled to a like amount as a credit against present and future payments due or to become due to Vendor and in addition Vendee shall be entitled to interest at the maximum legal rate on all such advances in excess of Vendee's obligations due under this Agreement.

(4) Vendor represents the present liens affecting said property are:

Original Amount	Unpaid Balance	Interest paid to	Installments	Beneficiary
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- a)
- b)
- c)

(5) Vendee, if not expressly prohibited by the terms of this Agreement, may prepay all or any portion of any prior encumbrances where the terms of the encumbrances provide for prepayment, but upon the condition that Vendee shall also pay any prepayment charges so incurred. The prepayment provisions of this Agreement, if any, are:

(6) Upon the due execution and delivery of the within Agreement, Vendee shall be entitled to possession of said real property. Upon payment to Vendor of all sums due to Vendor under the terms of this Agreement and the Deed of Trust securing performance thereof, Vendor shall upon the request of Vendee cause to be delivered to Vendee a Grant Deed and shall cause any and all liens affecting said property to be released or discharged of record save such liens which are attributable to or result from claims against Vendee or which the Vendee by the terms hereof has assumed or agreed to take title subject thereto.

(7) Upon the recordation of this Agreement \_\_\_\_\_ at \_\_\_\_\_'s expense shall provide \_\_\_\_\_ with a policy of Title Insurance from FIDELITY NATIONAL TITLE COMPANY, a California corporation, insuring the equitable interest of Vendee, and insuring the beneficial interest of Vendor Beneficiary as created hereunder, and further subject to easements, CC&R's, those matters set forth in Paragraph 14 above, and all other record matters affecting the title to the property herein described on the date hereof.

(8) Property tax estimates are based on the tax statement for the fiscal year commencing July 1, 19\_\_\_\_. Full performance of this Agreement shall require \_\_\_\_\_ years and \_\_\_\_\_ months. In addition to all sums provided for in this Agreement, Vendee shall also pay to Vendor, when due, all impounds required by the beneficiaries of prior encumbrances affecting said property.

(9) Upon assuming possession of said real property, Vendee assumes all risk of loss or destruction to said real property and any improvements thereon.

(10) Vendor, to the extent of and only upon the occurrence of any of the applicable conditions set forth therein below, which conditions refer to the Deed of Trust securing the performance of the within Land Contract, hereby grants:

- (a) To Vendee, upon the recording of a Full Reconveyance, the property described in this Agreement;
- (b) To Vendee, upon the recording of a Partial Reconveyance, the property described therein;
- (c) To the Grantee recited in the Trustee's Deed upon the recording of the Trustee's Deed after sale upon the foreclosure of the Deed of Trust securing this Land Contract, the property described therein, subject to any and all liens and encumbrances of record, Vendee, effective upon the recording of said Trustee's Deed, hereby grants to the Grantee recited in said Trustee's Deed the real property described therein and all rights and interests of Vendee in the within Land Contract;
- (d) To the Grantee recited in any recorded Decree of Judicial Foreclosure or Conveyance directed thereby, the real property described therein.

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(11) None of the Grants provided for hereinabove shall have any force or effect until the occurrence of the condition specified; that is, the recording of a Full Reconveyance, a Partial Reconveyance, a Trustee's Deed, a Judicial Decree or judicially ordered conveyance, as the case may be.

(12) Unless specifically reconveyed, the Deed of Trust securing the obligations of the within Agreement, shall remain in full force and effect upon the recording of a separate conveyance of said property or any portion thereof by Vendor to Vendee.

(13) Nothing herein shall be construed to waive any rights of Vendee to request and obtain a Grant Deed of the real property described in the within Agreement subject to full performance by Vendee of all terms and conditions of said Agreement, in accordance with the provisions of Paragraph 6 hereof.

(14) Documentary Transfer Tax which becomes due when said Grant Deed becomes effective, shall be Vendor's obligation but shall be paid for by Vendee who shall receive a credit in a like amount against the final payment of all obligations due under the terms of this Contract to Vendor.

(15) This Agreement inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Vendor includes the owner and holder of the obligations of Vendee as evidenced by this Agreement, including pledgees thereof, whether or not so named herein and shall also include the beneficiary of the Deed of Trust securing the obligations of the within Agreement. The term Vendee shall include the Trustor of the said Deed of Trust and the owner of the equitable interest of said real property as evidenced by this Agreement, whether named as such herein or not. Whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular includes the plural. A transfer of Vendor's interests in the within Agreement shall be deemed an assignment, to the extent of said transfer, of the beneficial interests of the Deed of Trust securing the performance of the within Agreement to said transferee, his heirs, successors and assigns.

(16) All present and future executory obligations of the within Agreement are secured by that certain Deed of Trust attached hereto and/or recorded concurrently herewith, executed by a Vendee as Trustor to Vendor as Beneficiary and FIDELITY NATIONAL TITLE COMPANY, a California corporation, as Trustee.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vendee

\_\_\_\_\_

Vendor

NOTE: The parties hereto are cautioned that by completing and creating this Agreement and the Deed of Trust securing same and other related documents, legal rights, duties and obligations are created. The parties are advised to seek and to obtain independent legal counsel as to all matters contained in the within document.

APN: **DEED OF TRUST SECURING LAND CONTRACT - ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST**, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between

\_\_\_\_\_, herein called TRUSTOR,  
whose address is: \_\_\_\_\_

Fidelity National Title Company, a California corporation, herein called TRUSTEE, AND

\_\_\_\_\_, herein called BENEFICIARY,  
**Witnesseth:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH  
POWER OF SALE that Property in \_\_\_\_\_ County, California, described as:

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

**For the Purpose of Securing:**

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one land contract of even date herewith, and any modification, extension of renewal thereof, in the principal sum of \$\_\_\_\_\_ executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record land contract owner of said property hereafter may borrow from Beneficiary, when evidenced by a note (or notes) it is so secured.

**To Protect the Security of This Deed of Trust, Trustor 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; 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 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 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.

(4) 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 any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

**INITIALS:** \_\_\_\_\_

**APN:**

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 purpose; 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 judgement 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.

(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 the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) 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 moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) 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.

(8) 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 and said recorded Land Contract 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.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said recorded Land Contract to Trustee for cancellation and retention 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 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 this document (unless directed in such request to retain it).

(10) 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 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 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.

(11) 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, said recorded Land Contract 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.

**INITIALS:** \_\_\_\_\_

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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, to the person or persons legally entitled thereto.

(12) 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.

(13) That this Deed 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 recorded Land Contract 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.

(14) 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 requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

*Signature of Trustor*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_ before me,  
\_\_\_\_\_ personally appeared

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_ before me,  
\_\_\_\_\_ personally appeared

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.

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.

Witness my hand and official seal.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

APN:

**DO NOT RECORD**  
**REQUEST FOR FULL RECONVEYANCE**  
*To be used only when Land Contract has been paid*

Dated \_\_\_\_\_

To: FIDELITY NATIONAL TITLE COMPANY, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_

**Do not lose or destroy this LAND CONTRACT secured by Deed of Trust.**  
*It must be delivered to the Trustee for cancellation before reconveyance will be made.*