

Secretary of State Main Website    Business Programs    Notary & Authentications    Elections    Campaign & Lobbying

**Business Entities (BE)**

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

**Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 12, 2015. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

<b>Entity Name:</b>	CROSS ROADS PROPERTIES I, LLC
<b>Entity Number:</b>	200200510084
<b>Date Filed:</b>	12/31/2001
<b>Status:</b>	ACTIVE
<b>Jurisdiction:</b>	CALIFORNIA
<b>Entity Address:</b>	6671 SUNSET BLVD., SUITE 1575
<b>Entity City, State, Zip:</b>	HOLLYWOOD CA 90028
<b>Agent for Service of Process:</b>	MORTON LAKRETZ
<b>Agent Address:</b>	6671 SUNSET BLVD., SUITE 1575
<b>Agent City, State, Zip:</b>	HOLLYWOOD CA 90028

\* Indicates the information is not contained in the California Secretary of State's database.

\* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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[Secretary of State Main Website](#)

[Business Programs](#)

[Notary & Authentications](#)

[Elections](#)

[Campaign & Lobbying](#)

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- [Disclosure Search](#)

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- [Tax Information](#)
- [Starting A Business](#)

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- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

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Entity Name:	GRAY MARBLE FRONT LLC
Entity Number:	201229010075
Date Filed:	10/10/2012
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	6671 SUNSET BLVD STE 1575
Entity City, State, Zip:	LOS ANGELES CA 90028
Agent for Service of Process:	LINDA LA KRETZ DUTTENHAVER
Agent Address:	6671 SUNSET BLVD #1575
Agent City, State, Zip:	HOLLYWOOD CA 90028

\* Indicates the information is not contained in the California Secretary of State's database.

\* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
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[Modify Search](#)   [New Search](#)   [Printer Friendly](#)   [Back to Search Results](#)

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**AMENDED AND RESTATED  
LINDY TRUST**

THIS IS AN AMENDMENT AND RESTATEMENT OF THE LINDY TRUST originally executed on April 27, 1984, by and between LINDA LA KRETZ DUTTENHAVER ("LINDA"), as Trustor, and MORTON LA KRETZ ("MORT"), as Trustee.

Effective as of May 3, 1991, MORT resigned as Trustee of this Trust, and since that date, LINDA has been acting as Trustee and shall continue to act as Trustee of this Trust.

The LINDY TRUST is hereby amended and restated in its entirety (and is sometimes referred to as this "Trust").

Unless otherwise indicated, all capitalized terms used in this Trust shall have the meanings set forth in Article XVIII.

**ARTICLE I  
FAMILY CIRCUMSTANCES**

As of the date of this Trust, the Trustor is unmarried. The Trustor has no children, either living or deceased.

**ARTICLE II  
TRUST PROPERTY**

The Trustee acknowledges the receipt of the assets previously transferred to the Trustee of the LINDY TRUST, and agrees to perform the duties of a Trustee. The Trustee further agrees to hold any other property which subsequently may be transferred to the Trustee in accordance with the terms of this Trust.

**ARTICLE III  
TRANSFER OF ADDITIONAL PROPERTY TO TRUST**

Any person, with the consent of the Trustee, may add other property to any of the trusts established under this Trust. Such property may be transferred to the Trustee by deed, assignment, bequest or devise. In addition, life insurance proceeds and retirement plan benefits

may be transferred to the Trustee by appropriately designating the Trustee as beneficiary of the life insurance proceeds or retirement plan benefits.

Any property transferred to the Trustee shall be subject to all of the provisions of this Trust, as if such property were originally part of the trust estate.

#### **ARTICLE IV RIGHTS RESERVED DURING LIFE OF TRUSTOR**

4.1 **Distributions While Trustor is Living.** While the Trustor is living, on demand of the Trustor, the Trustee shall distribute to the Trustor any or all of the property contained in the trust estate.

4.2 **Distributions Upon Incapacity.** If at any time the Trustor becomes physically or mentally incapacitated, the Trustee shall utilize any or all of the income and principal contained in the trust estate for the support and medical care of the Trustor. Distributions may be made by the Trustee under this Paragraph whether or not a court of competent jurisdiction has declared the Trustor to be incompetent, mentally ill, or in need of a conservator.

#### **ARTICLE V TRUSTEE PROVISIONS**

5.1 **Designation of Trustees.** Subject to the provisions of Paragraphs 5.2 and 5.3, LINDA shall act as Trustee of this Trust. If LINDA ceases to act or for any other reason, including incapacity, is unable to act as Trustee, then JP MORGAN CHASE BANK, N.A. shall act as Trustee.

5.2 **Power Holder.** Notwithstanding anything contained in this Trust to the contrary, at such time as LINDA is not acting as a Trustee, MORT shall act as the "Power Holder" under this Trust. The Power Holder shall have the powers described in Paragraphs 5.2.1 through 5.2.3:

5.2.1 **Powers of the Power Holder.** The Power Holder shall have the power, at any time and from time to time, to:

(a) Remove any then acting Trustee (the "Trustee Removal Power");

and

18.8 **Internal Revenue Code.** All references in this instrument to the Internal Revenue Code, or any section thereof, shall refer to the Internal Revenue Code of 1986, as amended from time to time, or to any subsequently enacted provision of law replacing said Internal Revenue Code or any section of the Internal Revenue Code.

18.9 **Tangible Personal Property.** The term "Tangible Personal Property" shall mean clothing, jewelry, personal effects, personal vehicles, boats, household furniture, furnishings and equipment, china, silver, glassware, books, pictures, paintings, works of art, and other items of domestic, household or personal use, not otherwise disposed of under this Trust, together with any insurance on such items.

18.10 **Trust Estate.** The term "trust estate" shall mean all property subject to the provisions of any particular trust established under this Trust (including any property added to the Trust on the death of the Trustor), and shall include accrued and undistributed income, whether or not such income is added to principal.

**ARTICLE XIX  
GOVERNING LAW**

All questions relating to the validity, construction and administration of this Trust shall be determined in accordance with the laws of the State of California.

**ARTICLE XX  
NAME OF TRUST**

The name of this Trust shall be the "LINDY TRUST."

LINDA LA KRETZ DUTTENHAVER, as Trustor and Trustee, has executed this amended and restated LINDY TRUST on Feb. 13, 2014.

  
LINDA LA KRETZ DUTTENHAVER

State of California  
County of Los Angeles

On 2-13-14, before me, Kathleen Farrelly, a Notary Public, personally appeared LINDA LA KRETZ DUTTENHAVER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Kathleen Farrelly  
Notary Public



**AMENDED AND RESTATED  
MARGARET LA KRETZ BLUME TRUST**

THIS IS AN AMENDMENT AND RESTATEMENT OF THE MARGARET LA KRETZ BLUME TRUST executed on April 29, 1991, between MARGARET LA KRETZ BLUME, as Trustor and Trustee.

The MARGARET LA KRETZ BLUME TRUST is hereby amended and restated in its entirety (and sometimes referred to as this "Trust") as follows:

**ARTICLE I  
TRUST PROPERTY/FAMILY DECLARATIONS**

1.1 **Trust Property.** The Trustee acknowledges the receipt of the assets previously transferred to the Trustee of the MARGARET LA KRETZ BLUME TRUST, as described on Exhibit A, and agrees to perform the duties of a Trustee. The Trustee further agrees to hold any other property which subsequently may be transferred to the Trustee in accordance with the terms of this Trust.

1.2 **Family Declarations.** As of the date of this Trust, the Trustor is married to ROBERT R. BLUME ("ROBERT"). The Trustor and ROBERT have two (2) children of their marriage; namely, MELISSA DENISE BLUME (born August 10, 1993) and JASON SAMUEL BLUME (born December 7, 1995). The Trustor has no other children or issue of deceased children.

**ARTICLE II  
TRANSFER OF ADDITIONAL PROPERTY TO TRUST**

Any person, with the consent of the Trustee, may add other property to any of the trusts established under this Trust. Such property may be transferred to the Trustee by deed, assignment, bequest or devise. In addition, life insurance proceeds and retirement plan benefits may be transferred to the Trustee by appropriately designating the Trustee as beneficiary of the life insurance proceeds or retirement plan benefits.

Any property transferred to the Trustee shall be subject to all of the provisions of this Trust, as if such property were originally part of the trust estate.

**ARTICLE III  
RIGHTS RESERVED DURING LIFE OF TRUSTOR**

3.1 **Distributions While Trustor Is Living.** While the Trustor is living, on demand of the Trustor, the Trustee shall distribute to the Trustor any or all of the property contained in the trust estate.

3.2 **Distributions Upon Incapacity.** If at any time while the Trustor is living, the Trustor becomes physically or mentally incapacitated, the Trustee shall utilize any or all of the income and principal contained in the trust estate for the support and medical care of the Trustor. Distributions may be made by the Trustee under this Paragraph whether or not a court of competent jurisdiction has declared the Trustor to be incompetent, mentally ill, or in need of a conservator.

**ARTICLE IV  
TRUSTEE PROVISIONS**

4.1 **Designation of Trustee.** The Trustor shall act as Trustee of this Trust. If the Trustor ceases to act or for any other reason, including incapacity, is unable to act as Trustee, then the Successor Trustees shall be as follows:

4.1.1 **Successor Trustee.** Except as provided in Paragraphs 4.1.2 and 4.2, ROBERT R. BLUME shall become and act as Successor Trustee of this Trust and of all trusts created under this Trust. If ROBERT ceases to act or for any other reason, including incapacity, is unable to act as Trustee, then LINDA LA KRETZ DUTTENHAVER shall become and act as Successor Trustee. If LINDA ceases to act or for any other reason, including incapacity, is unable to act as Trustee, then MORTON LA KRETZ shall become and act as Successor Trustee.

4.1.2 **Special Real Property Trustee.** Notwithstanding the provisions of Paragraphs 4.1.1 and 4.2, the Trustor's sister, LINDA LA KRETZ DUTTENHAVER



**ARTICLE XVIII  
GOVERNING LAW**

All questions relating to the validity, construction and administration of this Trust shall be determined in accordance with the laws of the State of Florida.

**ARTICLE XIX  
NAME OF TRUST**

The name of this trust shall be the "MARGARET LA KRETZ BLUME TRUST."

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal the day and year first above written.

Margaret L. Blume (L.S.)  
Trustor and Trustee

Larry Kuzin  
George Karlyshian

The foregoing instrument, consisting of this and forty-three preceding typewritten pages was signed, sealed, published and declared by MARGARET LA KRETZ BLUME, the Trustor and Trustee, to be an amendment and restatement of the Margaret La Kretz Blume Revocable Trust Agreement, in our presence, and we, at her request and in her presence and in the presence of each other have hereunto subscribed our names as witnesses, this day of September 22, Two Thousand Six at 2255 Glades Road,  
Boca Raton, Florida.

GEORGE D. KARIBJANIAN

George D. Karibjanian residing at

1133 S.W. 20TH STREET

BOCA RATON, FLORIDA 33486

Lorri J. Kirzner residing at

Lorri J. Kirzner  
2952 SW 22<sup>nd</sup> Circle  
Delray Beach, FL 33445

STATE OF FLORIDA )  
 : ss.:  
COUNTY OF PALM BEACH )

I, MARGARET LA KRETZ BLUME, the Trustor and Trustee, declare to the officer taking the Trustor's and the Trustee's acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as the amendment and restatement of the Margaret La Kretz Blume Revocable Trust Agreement.

Margaret L. Blume  
Trustor and Trustee

We, GEORGE D. KARIBJANIAN and LORRI J. KIRZNER, have been sworn by the officer signing below, and declare to that officer on our oaths that the Trustor and Trustee declared the instrument to be the amended and restated Margaret La Kretz Blume Revocable Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Trustor and Trustee and of each other.

George D. Karibjanian  
Witness  
Lorri J. Kirzner  
Witness

Acknowledged and subscribed before me by MARGARET LA KRETZ BLUME, the Trustor and Trustee, who is personally known to me or has produced \_\_\_\_\_ as identification, and sworn to and subscribed before me by the witnesses, GEORGE D. KARIBJANIAN who is personally known to me or has produced \_\_\_\_\_ as identification, and LORRI J. KIRZNER who is personally known to me or has produced \_\_\_\_\_ as identification, and subscribed by me in the presence of the Trustor and Trustee and the subscribing witnesses, all on September 22, 2006.

Elizabeth A. Osborn  
Notary Public (Affix Seal)  
My commission expires:  
My commission number is:



This page is part of your document - DO NOT DISCARD



20141048464



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

10/03/14 AT 08:00AM

FEEs:	58.00
TAXES:	0.00
OTHER:	0.00
PAID:	58.00



LEADSHEET



201410030210002

00009694847



006427240

SEQ:  
12

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

t60

FATCOLA  
RECORDING REQUESTED BY:  
SAME AS BELOW



AND WHEN RECORDED MAIL TO:

THE LINDY TRUST  
6671 SUNSET BLVD. #1545  
LOS ANGELES, CA 90028

4703345

\*\*\*\*\*SPACE ABOVE FOR RECORDER'S USE\*\*\*\*\*

A.P.N. 5547-020-028

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(SHORT FORM)

This Deed of Trust, made September 19, 2014, between Gevorg G. Balian herein called TRUSTOR, whose address is 6734 Selma Ave., Los Angeles, CA 90028, Commerce Enterprises, Inc., a California Corporation, herein called TRUSTEE, and Margaret La Kretz Blume, Trustee of the Margaret La Kretz Blume Trust dated April 29, 1991, as to an undivided 50.00% interest and Linda La Kretz Duttenhaver, Trustee of the Lindy Trust dated April 27, 1984, as to an undivided 50.00% interest herein called BENEFICIARY,

**Witnesseth:** That Trustor grants to Trustee in Trust with Power of Sale, that property in the County of LOS ANGELES, State of California, described as:

LOTS 1 AND 2 EXCEPT THE WEST 65 FEET THEREOF IN BLOCK .B. OF DAVIDSON TRACT, AS PER MAP RECORDED IN BOOK 5 PAGE 153 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

"In the event the property described herein or any portion thereof, is sold, conveyed, or transferred by the makers hereof, prior to the maturity date, the unpaid balance of principal and interest shall become immediately due and payable at the option of the holder."

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) payment of the sum of \$350,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

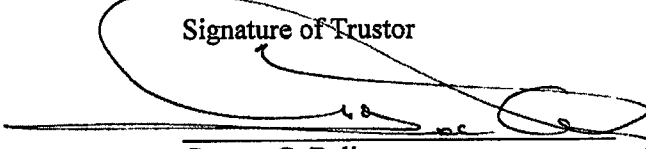
To Protect the Security of This Deed of Trust, Trustor Agrees:

By the execution and delivery of this Deed of Trust and the note secured hereby, that all of provisions "A" and "B", of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Madera	810	170	San Luis Obispo	1151	12
Alpine	1	250	Marin	1508	339	San Mateo	4078	420
Amador	104	348	Mariposa	77	292	Santa Barbara	1878	860
Butte	1145	1	Mendocino	579	530	Santa Clara	5336	341
Calveras	145	152	Merced	1547	538	Santa Cruz	1431	494
Colusa	296	617	Modoc	184	851	Shasta	684	528
Contra Costa	3978	47	Mono	52	429	San Diego <small>Series 2 Book</small>	1961 <small>page</small>	183887
Del Norte	78	414	Monterey	2194	538	Sierra	29	335
El Dorado	568	456	Napa	639	86	Siskiyou	468	181
Fresno	4626	572	Nevada	305	320	Solano	1105	182
Glenn	422	184	Orange	5889	611	Sonoma	1851	689
Humbolt	657	527	Placer	895	301	Stanislaus	1715	456
Imperial	1091	501	Plumas	151	5	Sutter	572	297
Inyo	147	598	Riverside	3005	523	Tehama	401	289
Kern	3427	60	Sacramento	4331	62	Trinity	93	366
Kings	792	833	San Benito	271	383	Tulare	2294	275
Lake	362	39	San Bernardino	5567	61	Tuolumne	135	47
Lassen	171	471	San Francisco	A332	905	Ventura	2062	386
Los Angeles	t2055	899	San Joaquin	2470	311	Yolo	653	245
						Yuba	334	486

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B. (identical in all counties, and printed on the reversed side hereto) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

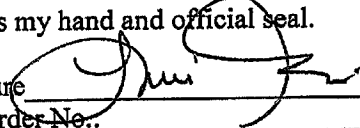
The undersigned trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor  
  
 Gevorg G. Balian

State of California )  
 ) SS  
 County of Los Angeles )

On 9/26/14 before me, Luisa Chi, a notary public, personally appeared **Gevorg G. Balian** 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 within 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   
 Title Order No.: \_\_\_\_\_  
 Escrow No.: \_\_\_\_\_



(This area for official notarial seal)

## DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. 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.

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 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.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the same rate set forth in the Note secured by the Deed of Trust, 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.

B. It is mutually agreed.

(1) 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.

(2) 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.

(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 and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor 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 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, Trustor 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."

(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 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.

(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, 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 of 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, to the 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 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.

(8) 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 note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender included the feminine and/or neuter, and the singular number includes the plural.

(9) 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.

### DO NOT RECORD - REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness 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 said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_

Please mail Deed of Trust, Note and Reconveyance to: \_\_\_\_\_

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for the cancellation before reconveyance will be made.**