Recorded in Official Records, Orange County Hugh Nguyen, Clerk-Recorder

* \$ R 0 0 1 3 0 7 7 5 1 3 \$ * 2021000510862 3:48 pm 08/12/21

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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City of Irvine One Civic Center Plaza Irvine, CA 92606-5208

Attention: Grants Coordinator 155985-987-001-K27 (ACC

Exempt from payment of recording fees pursuant to Government Code § 27383.

This document filed for record as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

DEED OF TRUST

This DEED OF TRUST ("Deed of Trust") is made as of this by day of August, 2021, by and among ZHI YANG and JING TONG, Husband and Wife as Community Property ("Trustor"), whose address is 1427 Abelia Street, Irvine, CA 92606, Chicago Title NCS California ("Trustee"), whose address is 4911 Birch ST. New BRT Beach and the City of Irvine, a California municipal corporation ("City" Beneficiary"), whose address is One Civic Center Plaza, Irvine, CA 92606-5208.

- 1. Grant in Trust. Trustor grants to Trustee in trust, with power of sale and right of entry and possession, that certain property in the City of Irvine, County of Orange, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"), to gether with rents, issues and profits thereof.
- Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations: (a) the performance of Trustor under this Deed of Trust, the Regulatory Agreement, and each agreement of Trustor incorporated by reference or contained herein, as such agreements may be amended from time to time; and (b) payment of any sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.
- Affordability Covenants. The Property was developed for purposes of increasing, improving and preserving low income housing in the City of Irvine. Accordingly, the Property must remain available in perpetuity at a restricted resale price to persons and families of low income in accordance with the terms set forth in the Regulatory Agreement. This Deed of Trust secures the obligations of Trustor under the Regulatory Agreement.
- No Renting or Leasing. Trustor acknowledges and agrees that Trustor shall occupy the Property as Trustor's principal residence and shall not rent or lease the Property.
- 5. Incorporation of Fictitious Deed of Trust. To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County on August 17, 1964, and in all other counties on August 18, 1964, 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, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alumeda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lasson	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Irvine One Civic Center Plaza Irvine, CA 92606-5208

Attention: Grants Coordinator
155985-987-01-K27 (ACC)

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DEED OF TRUST

This DEED OF TRUST ("Deed of Trust") is made as of this <u>b</u> day of August, 2021, by and among ZHI YANG and JING TONG, Husband and Wife as Community Property ("Trustor"), whose address is 1427 Abelia Street, Irvine, CA 92606, Chicago Title NCS California ("Trustee"), whose address is <u>4911 Birch St. New ORT Beneficiary</u> and the City of Irvine, a California municipal corporation ("City" or "Beneficiary"), whose address is One Civic Center Plaza, Irvine, CA 92606-5208.

- 1. Grant in Trust. Trustor grants to Trustee in trust, with power of sale and right of entry and possession, that certain property in the City of Irvine, County of Orange, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"), together with rents, issues and profits thereof.
- 2. Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations: (a) the performance of Trustor under this Deed of Trust, the Regulatory Agreement, and each agreement of Trustor incorporated by reference or contained herein, as such agreements may be amended from time to time; and (b) payment of any sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.
- 3. Affordability Covenants. The Property was developed for purposes of increasing, improving and preserving low income housing in the City of Irvine. Accordingly, the Property must remain available in perpetuity at a restricted resale price to persons and families of low income in accordance with the terms set forth in the Regulatory Agreement. This Deed of Trust secures the obligations of Trustor under the Regulatory Agreement.
- 4. **No Renting or Leasing.** Trustor acknowledges and agrees that Trustor shall occupy the Property as Trustor's principal residence and shall not rent or lease the Property.
- 5. Incorporation of Fictitious Deed of Trust. To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County on August 17, 1964, and in all other counties on August 18, 1964, 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, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427

Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	Orange	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	801
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kein	3756	690	Orange	7182	18	San Diego	SERIES 5 Book	1964, Page 14	9774		

shall inure to and bind the parties hereto, with respect to the Property. Said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 5 and 6 hereof) 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 City may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

[signatures on next page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date and year first written above.

"TRUSTOR"

ZHI YANG and JING TONG, Husband and Wife as Community Property

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California 044 County of Orange LUS Angeles

On August 6,2021, before me, 18. alba

Notary Public, personally appeared Zhi

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.

(Seal)

Signature

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Angeles County of Orange Los Angeles)	
On <u>August 4.2021</u> Notary Public, personally appeared	, before me,	(insert name and title of the officer) e to be the person(s) whose name(s) is/are
subscribed to the within instrument ar	nd acknowledged), and that by his/h	to me that he/she/they executed the same her/their signature(s) on the instrument the
I certify under PENALTY OF foregoing paragraph is true and correc		the laws of the State of California that the
WITNESS my hand and offici	al seal.	B. ABOYTES 2 COMM.# 2298684 2 NOTARY PUBLIC - CALIFORNIA D LOS ANGELES COUNTY O COMM. AUG. 21. 2023
Signature Signature		(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 a 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 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.
- 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 of 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 is 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 the 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.
- B. It is mutually agreed:
- 1) That any award 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, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereo f; 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, 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."
- 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 the 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 be 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 collecting 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 the 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 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

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain property located in the City of Irvine, County of Orange, State of California, described as follows:

[See Attached]

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF IRVINE, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPRISED OF:

PARCEL NO. 1.

UNIT 122 (THE "UNIT") AS SHOWN AND DESCRIBED IN THE PHASE 3 CONDOMINIUM PLAN (TOGETHER WITH ANY AMENDMENTS THERETO, COLLECTIVELY, THE "PLAN") FOR LOT 7 OF TRACT NO. 16662, WHICH PLAN WAS RECORDED ON AUGUST 8, 2006 AS INSTRUMENT NO. 2006000530160 IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA ("OFFICIAL RECORDS"). TRACT NO. 16662 IS SHOWN ON THE SUBDIVISION MAP ("MAP") FILED ON OCTOBER 26, 2005, IN BOOK 872, AT PAGES 21 TO 26, INCLUSIVE, OF MISCELLANEOUS MAPS IN THE OFFICE OF THE ORANGE COUNTY RECORDER (THE "OFFICIAL RECORDS").

EXCEPTING THEREFROM, FOR THE BENEFIT OF GRANTOR, IS SUCCESSORS IN INTEREST AND ASSIGNS, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER ALL OR A PORTION OF THE SAME AS FOLLOWS:

ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE UNIT, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, OR EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM THE UNIT OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE UNIT, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE UNIT, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS RESERVED BY TUSTIN VISTAS PARTNERS, ITS SUCCESSORS AND ASSIGNS, IN THE GRANT DEED RECORDED JUNE 10, 2005, AS INSTRUMENT NO. 2005000448713, OFFICIAL RECORDS.

PARCEL NO. 2

AN UNDIVIDED ONE-EIGHTEENTH (1/18) FEE SIMPLE INTEREST AS A TENANT-IN-COMMON IN AND TO THE COMMON AREA DESCRIBED IN THE PLAN.

PARCEL NO. 3

EXCLUSIVE EASEMENTS FOR THE BENEFIT OF THE UNIT APPURTENANT TO PARCEL NOS. 1 AND 2 DESCRIBED ABOVE, FOR PATIO, BALCONY, AIR CONDITIONING COMPRESSOR PAD AND INTERNAL AND EXTERNAL TELEPHONE WIRING PURPOSES, AS APPLICABLE, OVER THOSE PORTIONS OF THE NEIGHBORHOOD PROPERTY SHOWN ON THE PLAN OR AS DESCRIBED IN THE DECLARATION AND NOTICE OF ADDITION, SAID DECLARATION RECORDED OCTOBER 28, 2005, AS INSTRUMENT NO. 2005-869236 OF OFFICIAL RECORDS.

PARCEL 4:

NONEXCLUSIVE EASEMENTS FOR ACCESS, DRAINAGE, SUPPORT, ENCROACHMENT, MAINTENANCE, REPAIR, AND FOR OTHER PURPOSES, ALL AS MAY BE SHOWN ON THE PLAN AND THE MAP, AND AS

EXHIBIT A (Continued)

DESCRIBED IN THE MASTER DECLARATION, THE SUPPLEMENTAL DECLARATION, THE DECLARATION AND THE NOTICE OF ADDITION, SAID MASTER DECLARATION RECORDED OCTOBER 28, 2005, AS INSTRUMENT NO. 2005-869236 OF OFFICIAL RECORDS.

APN: 933-82-358

61 ACRES (83