

# ALL INCLUSIVE NOTE SECURED BY DEED OF TRUST

**NEVER DESTROY THIS NOTE. WHEN PAID, THIS NOTE AND DEED OF TRUST SECURING SAME MUST BE SURRENDERED TO TRUSTEE FOR CANCELLATION BEFORE RECONVEYANCE WILL BE MADE.**

«f18», «f19»  
«f48»

«f20» «f41», California, «f3»

On «f27» and for value received I promise to pay «f38», «f39» or order at «f81», «f82», «f83», or at such other place as the holder hereof may in writing direct, the sum of «f205» Dollars («f20») with interest from «f30» until paid, at the rate of «f22» percent per annum, payable monthly at the rate of «f205» («f24») Dollars, each on the 1st day of each calendar month, beginning «f31» and to so continue until «f27», at which time the entire unpaid principal balance together with accrued interest is all due and payable.

The amount of this note includes the unpaid balance in the approximate amount of «f245», of the included notes as identified in the deed of trust executed concurrently herewith as security for this note. Should the holder fail to pay any installments when due upon any included notes as provided herein, Trustor may make such payments directly to the holder of the included notes, and the amount shall be credited to the next following installment or installments due under this note. Any reduction in the unpaid principal balance or payment of accrued interest of the included notes, other than by payment thereupon by holder (such as payment from an award in eminent domain, or of proceeds of insurance), shall be credited to the unpaid balance and interest hereon in like amount.

If any payment is NOT received within 10 days of the scheduled due date, the borrower(s) herein agree(s) to pay a late charge of 10% of the payment then due. Said late charge to be due at the option of the Holder hereof, either at the time of delinquency or at maturity hereof.

The Deed of Trust securing this Note contains the following recital: If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

\_\_\_\_\_ The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment whether voluntarily or involuntarily, shall be subject to the following prepayment charge: A sum equal to a minimum of 3 months interest must be paid. If loan is paid off after 4 months then no penalty is due.

Each payment shall be credited first to interest then due, then to principal. Should the interest not be so paid it shall thereafter bear like interest as the principal. Should default be made in payment of any installment of interest when due, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Additionally, while any default exists in the performance of this Note or accompanying Trust Deed, Trustor further promises to pay, on each monthly installment date, additional interest on the principal balance at a rate equal to four (4%) percent per annum. Such additional interest shall be paid until reinstatement or completion of foreclosure. If action be instituted to enforce payment of this note, I promise to pay a reasonable sum as attorney's fees. Principal and interest payable in lawful money of the United States. Notwithstanding anything contained herein to the contrary, the amount of interest payable under the terms of this Note shall in no event exceed the maximum amount of interest permitted to be charged by law at date hereof. I agree to perform and pay for all matters required of me by the Deed of Trust. I understand the usual Reconveyance fee and recording fee will be my responsibility when the obligations have been paid in full. All sums extended by the trustee or the beneficiary shall earn interest at the Note Rate, but not to exceed the highest rate allowed by law. This note is secured by an All Inclusive Deed of Trust to «f88», (a California Corporation), as Trustee.

Applicable only to loans with a balloon payment and a term in excess of one year: This note is subject to Section 2966 of the Civil Code, which provides that the holder of the note shall give written notice to the Payor/Trustor, or their successor in interest, of the prescribed information at least 90 days and not more than 150 days before any balloon payment is due.

\_\_\_\_\_  
«f5» «f6» «f7» - Applicant/Date

\_\_\_\_\_  
«f10» «f11» «f12» - Applicant/Date

The undersigned payee agrees that so long as there is no uncured default by the maker of this note in the payment obligations set forth herein or in the obligations secured by the deed of trust securing this note:

- 1) To pay the installments of principal and interest as they become due on the included note or notes, and
- 2) To secure and cause to have recorded a reconveyance of the included deed or deeds of trust prior to or upon the payment in full of the principal balance and interest accrued upon this note.

\_\_\_\_\_  
«f75» - Broker Representative/Date