

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

<f80>
<f81>
<f82>, <f83>

SPACE ABOVE THIS LINE FOR RECORDERS USE

ALL INCLUSIVE DEED OF TRUST And Assignment of Rents

Title No. <f90>
Escrow # <f48>

THIS ALL INCLUSIVE DEED OF TRUST, made <f3>, between <f5>, <f6>, <f7>, <f8>, <f10>, <f11> <f12>, <f204>, herein called TRUSTOR(S); <f88>, (A CALIFORNIA CORPORATION) herein called TRUSTEE; and <f38>, <f39>, <f363><f459><f460>, herein called BENEFICIARY(IES);

Witnesseth: Trustor hereby grants to Trustee, in trust, with power of sale, all that real property in the County of <f63>, State of California, described as: APN# <f59>; Property Address: <f18>, <f19>, Legal Description: <f189><f190><f191><f192><f193><f194> together with all appurtenances in which Trustor has any interest, including water rights benefiting said real property whether represented by shares of a company or otherwise; and,

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Trustor incorporated by reference or contained herein; (2) payment of the indebtedness evidenced by one all inclusive promissory note of even date herewith, and any extension or renewal thereof, made by Trustor, payable to Beneficiary, or order, in the principal sum of <f20>; (3) payment on such additional sums as may from time to time be hereafter borrowed from the Beneficiary or his successors in interest by the then record owner of said real property when evidenced by endorsement on the reverse side of the existing note or notes, or, by another promissory note or notes, with each additional advance denoted by endorsement on the Deed of Trust and each prior note.

UNDERLYING OBLIGATIONS:

This is an all inclusive deed of trust, securing an all inclusive promissory note in the original principal amount of <f20> (the "Note") which includes within such amount the unpaid balance of the following: (a) A promissory note in the original principal sum of <f173> in favor of <f396>, Trustees, dated as payee, secured by a deed of trust recorded concurrently herewith, as document No. <f473> official records of San Deigo County, California. (The Promissory Note(s) secured by such deed(s) of trust are hereinafter called the "Underlying Note(s)").

TO PROTECT THE SECURITY OF THIS ALL INCLUSIVE DEED OF TRUST, TRUSTOR AGREES by the execution and delivery of this Deed of Trust and the notes secured hereby that the provision of Section A, including paragraphs 1 to 5 thereof, and the provisions of Section B, including paragraphs 1 to 9 thereof, of those certain Fictitious Deeds of Trust recorded in the Official Records of the following counties in the State of California and in the books and at the pages of such Official Records and on the dates as follows: San Diego County in Book 6063, at Page 148 et seq., on April 17, 1956; Imperial County in Book 981, at Page 79 et seq., on December 9, 1957; Los Angeles County in Book T347, at Page 568 et seq., on September 17, 1958; Orange County in Book 4472, at Page 445 et seq., on November 5, 1958; Riverside County in Book 2353, at Page 342 et seq., on October 24, 1958; San Bernardino County in Book 4653, at Page 251 et seq., on November 13, 1958; and Kern County in Book 4000, at Page 228 et seq., on December 2, 1966; which provisions are identical in each of said Deeds of Trust, shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as fully as though set forth herein at length; and that the references to lands, obligations, and parties in said provision shall be construed to refer to the lands,

obligations, and parties set forth in this Deed of Trust. A copy of said provisions is printed on the reverse side of this Deed of Trust. Beneficiary or its agent may make such charge as is allowed by law for the furnishing of a Beneficiary's Statement showing the status of principal, interest, and payments due on the note secured hereby. In the event that the herein described property, or any part of it, or any interest in it, is sold, or if it is agreed that it will be sold, conveyed, or alienated by the trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed herein, at the option of the holder, and without demand or notice, shall immediately become due and payable.

TRUSTOR AND BENEFICIARY MUTUALLY AGREE:

(A) By Beneficiary's acceptance of this All-Inclusive Purchase Money Deed of Trust, Beneficiary covenants and agrees that provided Trustor's not in default under the terms of the Note secured hereby, Beneficiary shall pay all installments of principal and interest which shall hereafter become due pursuant to the provisions of the Underlying Note(s) as and when the same becomes due and payable. In the event Trustor shall be delinquent or in default under the terms of the Note secured hereby, Beneficiary shall not be obligated to make any payments required by the terms of the Underlying Note(s) until such delinquency or default is cured. In the event Beneficiary fails to timely pay any installment of principal or interest on the Underlying Note(s) at the time when Trustor is not delinquent or in default under the terms of the Note secured hereby, Trustor may, at Trustor's option make such payments directly to the holder of such Underlying Note(s), in which event Trustor shall be entitled to credit against the next installment(s) of principal and interest due under the terms of the Note secured hereby equal to the amount so paid and including, without limitation, any penalty, charges and expenses paid by Trustor to the holder of the Underlying Note(s) on account of Beneficiary's failing to make such payment. The obligations of Beneficiary hereunder shall terminate upon earliest of (i) foreclosure of the lien of this All-Inclusive Purchase Money Deed of Trust, or (ii) cancellation of the Note secured hereby and reconveyance of this All-Inclusive Purchase Money Deed of Trust.

Should Trustor be delinquent or in default under the terms of the Note secured hereby, and Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Underlying Note(s) during the period of such delinquency or default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Note secured hereby and shall be immediately payable by Trustor to Beneficiary.

If at any time the unpaid balance of the Note secured hereby, accrued interest thereon, and all other sums due pursuant to the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, is equal to or less than the unpaid principal balance of the Underlying Note(s) and accrued interest thereon, the Note secured hereby, at the option of Beneficiary, shall be canceled and said property shall be reconveyed from the lien of this Deed of Trust.

(B) Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the Underlying Note(s) in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Note.

(C) At such times as the Note secured hereby becomes all due and payable, the amount of principal and interest then payable to Beneficiary thereunder shall be reduced by the then unpaid balance of principal and interest due on the Underlying Note(s).

(D) Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this Deed of Trust may be not more than the sum of the following amounts:

(i) The difference between the then unpaid balance of principal and interest on the Note secured hereby and the then unpaid balance of principal and interest on the Underlying Note(s); plus

(ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust to the extent the same were not previously repaid by Trustor to Beneficiary; plus

(iii) The costs of foreclosure hereunder; plus attorneys fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note secured hereby as permitted by law.

(E) Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the Note secured hereby, for the purpose of Beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Underlying Note(s), satisfactory evidence of which unpaid balances must be submitted to Trustor prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee, on the other hand, to the extent of such reliance.

<f10> <f11> <f12> - Trustor

Date

<f80>

Date

BY: <f75> - Beneficiary

State of California

County of _____

}

On _____ before me, _____,
Date Here insert Name and Title of the Officer

Personally appeared _____
Name(s) of signer(s)

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.

Signature _____

Place Notary Seal Above

Signature of Notary Public