

Free recording in accordance with
California Government Code
Sections 6103

Recording requested by:
and when recorded mail to:

City of Riverside
City Clerk
3900 Main Street
Riverside, California 92522

**AMENDED AND RESTATED
DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

(Path of Life)

On June 20, 2005, Path of Life Ministries, Inc., a California nonprofit religious corporation ("Borrower") executed a deed of trust as Path of Life Ministries a California nonprofit corporation to Chicago Title Insurance Company, as trustee ("Trustee"), for the benefit of the City of Riverside, a California charter city and municipal corporation ("Beneficiary"), and recorded on July 11, 2005 as instrument no. 2005-0553525 ("Deed of Trust"). This Deed of Trust is being amended and restated to remove the State Loan Documents and substitute it with a Declaration of Covenant, Conditions and Restrictions. All other terms of this Deed of Trust remain unchanged.

A. Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the property located in the County of Riverside, State of California and described in Exhibit "A", attached hereto and made a part hereof, which has the address of 2840 Hulen Place, Riverside, California, ("Property").

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Beneficiary to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating equipment, cabinets, mantels, refrigerating plant and

refrigerators, whether mechanical or other, cooking apparatus and appurtenances, furniture, shades, awnings, screens, Venetian blinds and other furnishings, now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property are herein referred to as the "Property"; and together with all accounts, reserves, contract rights, general intangibles, chattel paper, instruments, documents, notes, or accounts receivable arising from or related to the Property (but excluding business accounts and accounts receivable arising from or related to Borrower's business operations) insurance policies, insurance and condemnation awards and proceeds; together with all replacements, proceeds, additions and accessions to the foregoing, which shall be deemed to be and remain a part of the Property and covered by this Deed of Trust.

B. The interests herein conveyed are for the purpose of securing to Beneficiary (1) the repayment of the indebtedness evidenced by Borrower's note dated of even date herewith ("Note"), in the principal sum of Five Hundred Eight-Five Thousand One Hundred Fifty Dollars and (\$585,150.00), together with any additional advances and contributions disbursed to or on behalf of Borrower by Beneficiary, directly for benefit or improvements to the physical property but not to include grants or funds provided by the Beneficiary for operations of programs related to the property, with interest thereon, if any, providing for full payment, due and payable as specified therein; (2) the performance of the covenants and agreements of Borrower herein contained, or contained in the Note; (3) the performance by Borrower of all the terms and conditions contained in that certain Declaration of Covenant, Conditions and Restriction by and between Borrower and Beneficiary dated concurrently herewith ("Covenant"), and (4) any other obligation or other evidence of indebtedness of Borrower to Beneficiary now or hereafter created, whether acquired by assignment from third parties, or otherwise, where such obligation specifically recites that it is secured by this Deed of Trust.

1. The Loan is subject to the provisions of a Declaration of Covenants, Conditions and Restrictions, and which with this Deed of Trust, and the Promissory Note are collectively are referred to herein as the "Loan Documents" and are created in connection with the development of an access/homeless shelter ("Development") on the Property. The Loan Documents, among other things, govern, regulate and restrict (i) the development and construction of the Development and (ii) the continued occupancy, operation, management and ownership of the Development for the period of time as set forth in any binding regulatory agreements related to the Property.

2. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any liens, encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy accepted by Beneficiary insuring Beneficiary's interest in the Property.

NOW, THEREFORE, Borrower and Beneficiary covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note. Beneficiary shall apply all payments received by Beneficiary under the Note in the order as indicated in the Note.

2. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Beneficiary receipts evidencing such payments. Borrower shall pay when due all encumbrances, charges, and liens, on the Property or any portion thereof and payments on notes or other obligations secured by an interest in the Property or any portion thereof, with interest in accordance with the terms thereof. Borrower shall have the right to contest in good faith any claim or lien, or payment due there under, provided that Borrower does so diligently and without prejudice to Beneficiary.

3. Leasehold Estate. If the estate conveyed in trust by this Deed of Trust is a leasehold, Borrower agrees to fulfill all its obligations under the lease creating such leasehold. Borrower further agrees that it shall not enter into or agree to any termination, modification or amendment to such lease without the prior written approval of Beneficiary.

4. Hazard Insurance.

a. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss from fire or hazards under a policy approved by Beneficiary, which provides "special form" coverage in an amount at least equal to the replacement value of the improvements. If said improvements, or any part thereof, are at any time during the term of the designated as being located within a one-hundred year flood plain by the Federal Emergency Management Agency (FEMA), Borrower shall further keep said improvements insured against loss by flood to eighty percent (80%) of replacement cost. In addition, Borrower shall insure against loss of all furniture, equipment and other personal property owned by Borrower related to the operation of the Property as an emergency shelter or transitional housing development, against loss of rents and all other coverage required under the terms of the any binding regulatory agreements related to the Property. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Beneficiary. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Beneficiary.

b. All insurance policies and renewals thereof shall be with loss payable to the Beneficiary. Beneficiary shall have the right to hold the policies and renewals thereof

(or copies thereof), and Borrower shall promptly furnish to Beneficiary all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Borrower.

c. Unless Beneficiary and Borrower otherwise agree in writing, any proceeds which shall be applied pursuant to paragraph 10 shall not extend or postpone the due date of the payment or payments specified in the Note or change the amount of such payment or payments. If the Property is acquired by Beneficiary by foreclosure or otherwise, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

d. All insurance coverage required by this paragraph 4 and paragraph 5 below, shall be maintained for the full term of the Loan at Borrower's expense. In the event the Borrower fails to maintain insurance coverage, Beneficiary may purchase insurance in such amounts and in such coverage's as it may elect and all amounts paid therefore shall be secured by this Deed of Trust and shall bear interest and be subject to the provisions of paragraph 7 below. Purchase of insurance by the Beneficiary shall not be considered a waiver by Beneficiary of any right or remedy under this Deed of Trust.

5. Liability and Business Personal Property Insurance. Borrower shall, at Borrower's sole expense, obtain and maintain during the full term of the Loan, a policy of commercial general liability insurance, including contractual liability insurance, for bodily Injury, property damage and personal/advertising liabilities arising out of the use or occupancy of the Property and all areas appurtenant thereto. Such insurance shall be in an amount satisfactory to Beneficiary and of not less than \$1,000,000 per occurrence, and \$2,000,000 annual aggregate for all claims.

To be acceptable, the insurance coverage must meet the following requirements:

a. Such policy must provide that the policy shall not be canceled or materially changed unless thirty (30) days' prior written notice thereof by certified or registered mail has been given to Beneficiary.

b. Such policy must provide that Beneficiary shall be named as additional insured as respects all operations of the insured, which insurance shall be primary insurance and not contributing with any other insurance available to the Beneficiary under any other third party liability policy or any self-insurance retention.

c. Such policy shall contain either a provision for a broad form of contractual liability, or an endorsement providing for such coverage. Beneficiary shall have the right at any time during the term of this Loan to review the type, form, and coverage limits of the insurance enumerated herein. If, in the opinion of Beneficiary reasonably obtained,

the insurance provisions in this Loan are not sufficient to provide adequate protection for Beneficiary, Beneficiary may require Borrower to maintain insurance sufficient to provide such adequate protection.

d. Each policy must be placed with a company authorized to do business in the State of California, having a policy holder rating of A or higher and a Financial Class of at least VII or higher.

Further, Borrower shall, at Borrower's sole expense, obtain and maintain during the full term of the Loan, insurance coverage for Borrower's personal property, inventory, alterations, fixtures and equipment located on the Property, including fire and extended coverage, vandalism, malicious mischief plus earthquake and flood coverage to the extent of the full replacement value thereof without deduction for depreciation, and with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) per occurrence.

6. Maintenance of the Property. Borrower agrees:

a. To keep the Property in a decent, safe, sanitary, rentable, tenantable condition and repair, and permit no waste thereof;

b. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;

c. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated in the Loan Documents or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;

d. To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Deed of Trust;

e. To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;

f. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Beneficiary's prior written consent; and

g. Not to alter the use of all or any part of the Property without prior written consent of the Beneficiary.

7. Protection of Beneficiary's Security.

a. Borrower shall appear and defend any action or proceeding purporting to affect the security hereof or the rights of the Beneficiary. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Beneficiary at Beneficiary's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, disbursement for reasonable attorney's fees and entry upon the Property to make repairs.

b. Any amounts disbursed by Beneficiary pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the legal rate of interest. Nothing contained in this paragraph 7 shall require Beneficiary to incur any expense or take any action hereunder.

8. Inspection. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Borrower and occupant notice prior to any such inspection.

9. Condemnation.

a. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, exercise of eminent domain, or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary subject to the rights of senior lien holders. The proceeds of such award or claim shall be applied as provided in paragraph 10 below.

b. If the Property is abandoned by Borrower, or if, after notice by Beneficiary to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds of any award to the sums secured by this Deed of Trust.

c. Unless Beneficiary and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of payment or payments specified in the Note or change the amount of such payment or payments.

10. Awards and Damages. All judgments, awards of damages, settlements, claims paid and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property or any part thereof by insured casualty; and (c) any other taking, injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Borrower upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the amounts collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. Any and all rights granted to Beneficiary by this paragraph shall specifically be subject to the rights of the holders of senior liens and encumbrances, approved by Beneficiary.

11. Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.

a. This Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of Beneficiary as secured party for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants the Beneficiary a security interest in said items. This Deed of Trust is filed as a fixture filing and covers goods, which are or are to become fixtures. The address of the principal place of business of Beneficiary (secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this Deed of Trust. The types or items of collateral are described in paragraph A of this Deed of Trust. Borrower agrees that the Beneficiary may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property. In addition, Borrower agrees to execute and deliver to the Beneficiary, upon the Beneficiary's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as the Beneficiary may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted by Beneficiary. Upon an acceleration as provided in paragraph 19, the

Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at the Beneficiary's option, may also invoke the other remedies provided in this Deed of Trust and Loan Documents as to such items. In exercising any of said remedies, the Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of the Beneficiary's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Deed of Trust, in the Loan Documents, or by law.

b. Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as in any way derogating from or impairing this Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.

c. Similarly, the mention in any such financing statement of (1) compensation for damage to or destruction of the Property by insured casualty, or (2) any judgment, award, or other compensation for a taking of the Property by eminent domain, or (3) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as anyway altering any of the Beneficiary's rights as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document. However, such mention in the financing statement is declared to be for the protection of the Beneficiary in the event that any court or judge shall at any time hold with respect to (1), (2) or (3) of this paragraph that notice of the Beneficiary's priority of interest to be effective against a particular class of person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.

12. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust. Any extension of time for payment of amounts due under the Note, granted by Beneficiary to Borrower, shall not operate as a waiver or release of Borrower's duties and obligations hereunder or under the Loan Documents.

13. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

15. Notice. Except for any notice required under applicable law to be given in another manner, any notices, demands or communications between the parties hereto shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested or delivered by express delivery service with delivery receipt, to the address of the respective party as indicated herein, or to such other address as the respective party may have designated by written notice given to the other party in the manner provided herein. Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered, the date on which delivery was refused, or the date on which delivery was attempted.

16. Governing Law; Severability. The laws of the State of California shall govern this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, except as set forth in the Note and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be entitled to a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

18. Transfer of the Property; Assumption.

a. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Beneficiary's prior written consent, excluding any exceptions set forth in the Note, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person or entity to whom the Property is to be sold or transferred reach agreement in writing that the loan may be assumed. If Beneficiary has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Beneficiary, Beneficiary shall release Borrower from all obligations under this Deed of Trust and the Note.

b. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Borrower notice of acceleration in accordance with paragraph 15 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is effective pursuant to paragraph 15, within which Borrower may pay the sums declared

due. If Borrower fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 19 hereof.

19. Default; Acceleration; Remedies.

a. In the event of a default of this Deed of Trust, the Note or the Covenant, Beneficiary shall provide Borrower with written notice of said default and an opportunity to cure said default. Borrower shall have fifteen (15) days in which to cure said default. Should Borrower require more than fifteen (15) days to cure said default, Borrower shall notify Beneficiary, in writing, for the reasons requiring additional time, but in no event shall the additional time exceed thirty (30) days. Should Borrower fail to cure the default within the required time, Beneficiary or its agents, employees and contractors shall have the right, but not the obligation, to enter upon the Property without further notice and to take such actions as are necessary to cure the default. Borrower shall reimburse Beneficiary for all costs associated with cure of the default (including but not limited to, staff services, administrative costs, legal services, and third party costs), within fifteen (15) days after service of a written notice by Beneficiary. If Borrower fails to pay within the time provided, such costs shall be a lien upon the Property, be added to the amount owed under this Deed of Trust and the Promissory Note and shall be deemed a default under this Deed of Trust.

b. Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, the Note or the Covenant, including the covenants to pay when due any sums secured by this Deed of Trust, or to perform any terms of the Covenant, Beneficiary shall mail notice to Borrower as provided in paragraph 15 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than fifteen (15) days from the date the notice is effective pursuant to paragraph 15, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale.

c. If the breach is not cured on or before the date specified in the notice, Beneficiary at Beneficiary's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Beneficiary shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

d. If Beneficiary invokes the power of sale, Beneficiary shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold and shall cause such notice to be

recorded in each county in which the Property or some part thereof is located. Beneficiary or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or Beneficiary's designee may purchase the Property at any sale.

e. Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (2) to all sums secured by this Deed of Trust; and (3) the excess, if any, to the person or persons legally entitled thereto.

20. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.

a. As additional security hereunder, subject to the rights of senior lien holders, Borrower hereby assigns to Beneficiary the rents of the Property.

b. Upon acceleration under paragraph 19 hereof or abandonment of the Property, Beneficiary, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Beneficiary or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and paragraph 19 shall operate subject to the claims of senior lien holders.

21. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

22. Substitute Trustee. Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

23. Request for Notice. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address.

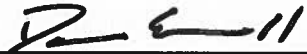
24. Statement of Obligation. Beneficiary may collect a fee not to exceed Thirty Dollars (\$30) for furnishing a beneficiary statement or payoff demand statement as provided by section 2943 of the Civil Code of California.

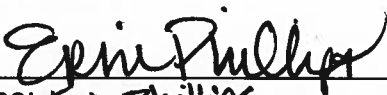
25. Use of Property. Borrower shall not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing as of the date first above written.

BORROWER:

Path of Life Ministries, Inc.
a California nonprofit religious corporation

By: 
Name: Damien O'Farrell
Its: CEO

By: 
Name: Erin Phillips
Its: Board Chair

06/07/17

[illegible]

[illegible]

Notary Signature



EXHIBIT A TO DEED OF TRUST

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 2840 Hulen Place
A.P.N.: 210-130-026

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 5 of Parcel Map No. 22083, as shown by map on file in Book 155, Pages 36 and 37 of Parcel Maps, Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 4/19/17 Prep. (S)
Curtis C. Stephens, L.S. 7519 Date

