

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )

Housing Authority of the City of Riverside )  
3900 Main Street )  
Riverside, CA 92522 )  
Attn: Executive Director )

Project: Mt. Rubidoux Manor

(Space above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

**FIRST AMENDMENT TO DEED OF TRUST**  
**With Assignment of Rents**  
**(3993 Tenth Street, Riverside, California)**

**THIS FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS** ("*First Amendment*") is made as of November 1, 2017, by MT. RUBIDOUX MANOR, L.P., a California limited partnership ("*Trustor*"), for the benefit of THE CITY OF RIVERSIDE, a California charter city and municipal corporation ("*Beneficiary*").

A. On January 19, 2001, Trustor's successor in interest, Riverside First Baptist Homes, Inc., a California non-profit corporation (the "Original Trustor"), executed that certain Deed of Trust ("Deed of Trust") with Assignment of Rents in favor of Beneficiary. The Deed of Trust was recorded on January 26, 2001 as instrument number 2001-035085 in the official records of Riverside County, California, and is secured by that certain real property set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. The Original Trustor has conveyed its fee interest in the Property to the Trustor, and the Original Trustor has assigned, and the Trustor has assumed, all obligations under the Deed of Trust and all other documents executed by the Original Trustor in conjunction with the loan evidenced by the Deed of Trust pursuant to that certain assignment and assumption agreement dated concurrently herewith.

E. Trustor desires to obtain an allocation of low-income housing tax credits (the "Tax Credits") from the State of California Tax Credit Allowance Committee, and obtain other financing sources for the rehabilitation of the Property.

F. In connection with the Tax Credits and such other financing sources, the Trustor desires to make certain amendments to the Agreement as set forth in this First Amendment, and the Beneficiary has consented to such amendments.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated by this reference, Trustor hereby agrees to the following:

1. The term of the Deed of Trust is hereby extended until December 31, 2072.
2. Beneficiary hereby agrees that: (i) a cure of any default hereunder made or tendered by one or more of Trustor's limited partners shall be deemed to be a cure by Trustor and shall be accepted or rejected on the same basis, and (ii) Trustor's limited partners shall have thirty (30) days after receipt of written notice of a default hereunder to affect a cure, and (iii) copies of all notices hereunder shall also be sent to Trustor's limited partners care of Alliant Asset Management Company, LLC at 21600 Oxnard Street, Suite 1200, Woodland Hills, California 91367, Attn: General Counsel.
3. All other terms and conditions of the Deed of Trust not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as though set forth in full.

***Remainder of Page Left Intentionally Blank***

IN WITNESS WHEREOF, Trustor has executed this First Amendment as of the day and year first above written.

MT. RUBIDOUX MANOR, L.P.,  
a California limited partnership

By: Mt. Rubidoux Manor LLC, a California  
limited liability company, its managing general partner

By: Beacon Communities, Inc., a  
California nonprofit public benefit  
corporation, its manager

By:   
Ancel Romero, President

CA 17-1478

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 )

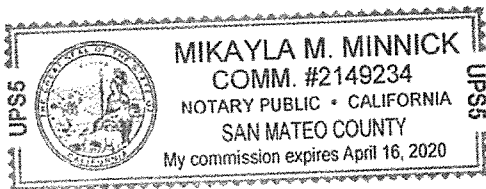
COUNTY OF San Mateo )

On November 1, 2017, before me, Mikayla M. Minnick, Notary Public, personally appeared Ansel Romero, 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.

  
Name: Mikayla M. Minnick  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

[Attached]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Address: 3991 10th Street  
A.P.N.: 215-021-006

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

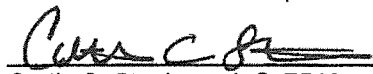

Lots 1 to 19, inclusive, in Block 3 of Dr. C. Whittier's Subdivision of Blocks 8 and 9, Range 9 of the Town of Riverside as shown by map on file in Book 3, Page 8 of Maps, Records of San Bernardino County, California.

**TOGETHER WITH** that portion of the alley in said Block lying Northwesterly of the Northeasterly prolongation of the Southeast line of said Lot 19.

**EXCEPTING THEREFROM** the Southwesterly 10 feet of said Lot 5, Lot 6 and Lot 7 as conveyed to the City of Riverside.

**ALSO EXCEPTING THEREFROM** that portion of said Lot 4 lying Southwesterly of a line 10 feet Northeasterly of the Southwesterly line of said Lot 4 and Northwesterly of a line 10 feet Northwesterly of the Southeasterly line of said Lot 4 as conveyed to the City of Riverside.

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

 10/6/17 Prep.   
Curtis C. Stephens, L.S. 7519 Date



**EXHIBIT C**

**MODIFICATIONS TO  
SUBORDINATION AND INTERCREDITOR AGREEMENT**

The following modifications are made to the text of the Agreement that precedes this Exhibit:

None.

Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Agreement.