

Recording requested by:
San Bernardino County
And when recorded, mail to:
San Bernardino County
Community Development
and Housing Department
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415

NO FEE RECORDING PURSUANT
TO GOVERNMENT CODE SECTION
6103

For recorder's use

DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING A PROMISSORY NOTE

This Deed of Trust is made as August 19, 2025, between Family Assistance Program, a California non-profit corporation, whose address is 15075 7th Street, Victorville, California, 92395, as the Trustor, AmeriNat, a California Corporation, as the Trustee, and San Bernardino County, whose address is 560 East Hospitality Lane, Suite 200 San Bernardino, CA 92415 as the Beneficiary.

For Good and Valuable Consideration, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property generally located at 16857 C Street, Victorville, San Bernardino County, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property"), is herein referred to as the "Security" to have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (collectively the "Secured Obligations"):

- a) the indebtedness evidenced by a Promissory Note of the same date executed by Trustor, in the sum of \$2,000,000.00.
- b) The performance of each obligation, covenant or agreement contained in this Deed of Trust, the Promissory Note, and the Bridge Loan Agreement of the same date.

To protect the security of this Deed of Trust, Trustor agrees:

- a) **CONDITION OF PROPERTY** – To keep the property in good condition and repair; to complete and restore any building which may be constructed, damaged or destroyed; to comply with all laws affecting the property or requiring any alterations or improvements to be made; not to commit or permit waste; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the property may be reasonably necessary.
- b) **HAZARD INSURANCE** – Trustor will continuously maintain hazard insurance against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Beneficiary requires insurance. The insurance will be maintained in

the amounts and for the periods Beneficiary requires. The insurance carrier providing the insurance will be chosen by Trustor, subject to Beneficiary's approval, which will not be unreasonably withheld. All insurance policies will be acceptable to Beneficiary, and contain loss payable clauses acceptable to Beneficiary. Beneficiary will have the right to hold policies and renewals.

- c) In the event of loss, Trustor will give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor. Beneficiary may place the proceeds in a non-interest bearing account to be used for the cost of reconstruction of the damaged improvements. If Trustor fails to reconstruct, Beneficiary may receive and apply the loan proceeds to the principal debt hereby secured, without a showing of impairment.
- d) ATTORNEY FEES – To appear in and defend any action or proceeding purporting to affect the security, or the rights and powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidencing title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
- e) TAXES AND SENIOR ENCUMBERANCES – To pay at least 10 days before delinquency: all taxes and assessments affecting the property, all encumbrances, charges and liens, with interest, on the property which are or appear to be senior to this Deed of Trust; and all expenses of this Deed of Trust.
- f) ACTS AND ADVANCES TO PROTECT THE SECURITY – If Trustor fails to make any payment or to perform any act provided for in this Deed of Trust, then Beneficiary or Trustee may, without obligation to do so, and with or without notice or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust:

Make or do the same to the extent either deems necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the property to do so;

Appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee;

Pay, purchase, contest or settle any encumbrance, charge or lien that appears to be senior to this Deed of Trust.

In exercising the power of this provision, Beneficiary or Trustee may incur necessary expenses, including reasonable attorney fees.

Trustor shall immediately pay all sums expended by Beneficiary or Trustee provided for in this Deed of Trust, with interest from date of expenditure at the same rate as the principal debt hereby secured.

- g) ASSIGNMENT OF RENTS – Trustor hereby assigns and transfers to Beneficiary all right, title and interest in rents generated by the property, including rents now due, past due, or to become due under any use of the property, to be applied to the obligations secured by this Deed of Trust.
Prior to a default on this Deed of Trust by Trustor, Trustor will collect and retain the rents.

On default by Trustor, Beneficiary will immediately be entitled to possession of all unpaid rents.

- h) **ACCELERATION** – If payment of any indebtedness or performance of any agreement secured by this Deed of Trust is in default, Beneficiary may at Beneficiary's option, with or without notice to Trustor, declare all sums secured immediately due and payable by:
 - Commencing suit for their recovery or for foreclosure of this Deed of Trust
 - Delivering to Trustee a written notice declaring a default with demand for sale; a written Notice of Default and election to sell to be recorded by Trustee.
- i) **TRUSTEE'S SALE** – On default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the secured property under the power of sale granted herein, noticed and held in accordance with California Civil Code §2924 et seq.

RECONVEYANCE – Upon written request from Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust and the note to Trustee for cancellation, and payment of Trustee's fees, Trustee will reconvey the property, without warranty held under this Deed of Trust.

SUCCESSORS, ASSIGNS AND PLEDGEEES – This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary will mean the holders and owner of the secured note, or, if the note has been pledged, the pledgee.

TRUSTEE'S FORECLOSURE NOTICES – The undersigned Trustor(s) requests a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address herein set forth.

By the execution and delivery of this Deed of Trust that Trustor will observe and perform said provisions and the provisions (1) to (14), inclusive (set forth in Exhibit B), of the fictitious deed of trust recorded in San Bernardino County on October 23, 1961, in Book 5567 Page 61, which provisions are incorporated herein and made apart hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

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

TRUSTOR:

FAMILY ASSISTANCE PROGRAM,
A California non-profit corporation

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A - LEGAL DESCRIPTION

Real property in the City of Victorville, County of San Bernardino, State of California, described as follows:

PARCEL "B" OF LOT LINE ADJUSTMENT NO. LA-3-98 RECORDED FEBRUARY 4, 1999 AS INSTRUMENT NO. 99-46451 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 8 AND THE NORTHEASTERLY 6.00 FEET OF LOT 9, IN BLOCK 16, OF THE TOWN OF VICTOR, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0478-224-08-0-000