

RECORDING REQUESTED BY:  
Placer Title Company - Contra Costa County

AND WHEN RECORDED MAIL TO:

Andrew Narraway  
44 North San Pedro Road  
San Rafael, CA 94903

Placer Title

60710947

Escrow No.: 80001917



4

CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
DOC- 2004-0311413-00

Acct 12- Placer Title

Thursday, AUG 12, 2004 08:00:00

MIC \$2.00:MOD \$5.00:REC \$13.00

TCF \$3.00:DAF \$1.80:REF \$0.20

Ttl Pd \$25.00

Nbr-0002284464

mom/R2/2-4

THIS IS A COPY FOR RECORDER'S USE ONLY

Title Order No.: 607-10947

**LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (INDIVIDUAL)**

THIS DEED OF TRUST, made this 27th day of July, 2004

A P N 170-241-011

between **Sapphire Park House Corporation**, a California Corporation, herein called Trustor,  
whose address is **3218 Baumberg Avenue, Hayward, CA 94545** and

**Stewart Title of California, Inc.**, a California Corporation, herein called Trustee, and **Andrew Narraway**, an unamrried  
man, herein called BENEFICIARY,

WITNESSETH That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH  
POWER OF SALE that Property in Contra Costa County, California  
described as **LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF**

Also Known as: 126 Belle Avenue, Pleasant Hill, CA 94523

This deed of trust is second and junior in lien to a deed of trust recording concurrently herewith.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right power and authority given to and  
conferred upon Beneficiary by paragraph (10) of the provisions herein to collect and apply such rents, issues and profits  
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 promissory note of even date herewith, and any extensions of renewal  
thereof, in the principal sum of \$130,000.00 executed by Trustor in favor of Beneficiary or order 3 Payment of such further  
sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes)  
reciting it is so secured

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete  
or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed  
thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting  
said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to  
commit, suffer or permit any act upon said property in violations of law to cultivate, irrigate, fertilize, prune and do all other  
acts which form the character or use of said property may be reasonably necessary, the specific enumeration's herein not  
excluding the general

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary  
The amount collected under any fire or other Insurance policy may be applied by Beneficiary upon indebtedness secured  
hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part  
thereof may be released to Trustor Such application or release shall not cure or waive any default or notice of default  
hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers  
of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a  
reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by  
Beneficiary to foreclose this Deed

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including  
assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or  
any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without  
obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof,  
may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof  
Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or

proceeding purporting to affect the security hereof or the rights or powers of Beneficiary of Trustee, pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them)

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustee in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and record in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or newter, and the singular number includes the plural.

That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Sapphire Park House Corporation, a California Corporation

Sapphire Park House Corporation, a California Corporation

By Clara M Conville  
Clara McConville

By James McConville  
James McConville

STATE of CALIFORNIA, COUNTY of San Francisco } SS.

On August 3, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clara McConville and

James McConville personally known to me (or 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

WITNESS my hand and official seal

Signature [Handwritten Signature]



(This area for official notarial seal)

EXHIBIT "A"  
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF PLEASANT HILL, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTH 85.60 OF THE NORTH 301.20 FEET OF LOT 29, MAP OF GRACELAND WALNUT HOME SITES, FILED JANUARY 11, 1929, MAP BOOK 21, PAGE 581, CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

RIGHT OF WAY GRANTED IN THE DEED TO CHARLES WILKINS, ET UX, RECORDED APRIL 26, 1955, BOOK 2521, OFFICIAL RECORDS, PAGE 145, AS FOLLOWS:

AN EASEMENT, AS APPURTENANT TO PARCEL ONE ABOVE, FOR A WATER PIPE LINE AND PURPOSES INCIDENTAL THERETO OVER THE EASTERN 2 FEET OF THE NORTHERN 201.5 FEET OF SAID LOT 29.

PARCEL THREE:

AN EASEMENT CREATED IN REFERENCE TO PARCEL ONE ABOVE IN THE DEED TO FRANCES H. QUARTERMAN, ET UX, RECORDED OCTOBER 24, 1955, BOOK 2634, OFFICIAL RECORDS, PAGE 361 FOR A WATER PIPE LINE AND PURPOSES INCIDENTAL THERETO OVER THE EASTERN 2 FEET OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN SAID DEED TO QUARTERMAN, 2634 OR 361.

PARCEL FOUR:

RIGHT OF WAY GRANTED IN THE DEED FROM VERNON P. NIELSON, ET AL TO CHARLES & MAY WILKINS, ET AL, RECORDED FEBRUARY 28, 1957, BOOK 2939, OFFICIAL RECORDS, PAGE 78, AS FOLLOWS:

A RIGHT OF WAY FOR A 1 1/2" PIPE LINE ACROSS THE ACCESS ROAD TO SAID PROPERTY. PIPE LINE IS TO RUN FROM LOT 29, GRACELAND WALNUT HOMESITES EASTERLY FOR A DISTANCE OF 20' AND APPROXIMATELY 134 FEET NORTH OF THE CENTER LINE OF BELLE AVE.

PARCEL FIVE:

RIGHT OF WAY GRANTED IN THE DEED FROM ANTHONY F. CORREO, ET AL TO CHARLES & MAY WILKINS, ET AL, RECORDED FEBRUARY 28, 1957, BOOK 2939, OFFICIAL RECORDS, PAGE 79, AS FOLLOWS:

A RIGHT OF WAY FOR A 1 1/2" PIPE LINE IS TO RUN ALONG MY NORTH PROPERTY LINE FOR A DISTANCE OF 100 FEET. LINE IS TO BE ONE FOOT FROM MY NORTH PROPERTY LINE AND BE BURIED A MINIMUM OF 18" DEEP.

A.P.N. 170-241-011

END OF DOCUMENT