

NOTE: THE PARTIES HERETO ARE CAUTIONED THAT BY COMPLETING AND EXECUTING THIS AGREEMENT, LEGAL RIGHTS AND DUTIES ARE CREATED. THEY ARE ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL AS TO ALL MATTERS CONTAINED IN THIS DOCUMENT.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

NAME
ADDRESS
CITY & STATE
ZIP
Title
Order No.
Escrow No.

]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LONG FORM SECURITY (INSTALLMENT) LAND CONTRACT WITH POWER OF SALE
AND REQUEST FOR NOTICE OF DEFAULT
(PRIOR LOAN PAYMENTS INCLUDED)

THIS AGREEMENT, made and entered into this _____ day of _____, 19____ among
herein called VENDOR, and _____ herein called VENDEE, and
CHICAGO TITLE COMPANY, a California corporation, herein call TRUSTEE.

The signature of Vendor and Vendee of this contract shall also constitute their signature of the

REQUEST FOR NOTICE OF DEFAULT

In accordance with section 2924b, Civil Code, request is hereby made by the undersigned Vendor and Vendee that (1) a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded _____, 19____ in Book _____ page _____ (or filed for record with recorder's serial No. _____) of official records of _____ County, California, executed by _____ as trustor (or mortgagor) in which _____ is named as beneficiary (or mortgagee) and as trustee to be mailed to Vendor and Vendee at address immediately below; and (2) a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded _____, 19____ in Book _____ page _____ (or filed for record with recorder's serial No. _____) of official records of _____ County, California, executed by _____ as trustor (or mortgagor) in which _____ is named as beneficiary (or mortgagee) and as trustor to be mailed to Vendor and Vendee at address immediately below:
To Vendor _____
whose address is _____
To Vendee _____
whose address is _____
NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

To secure the obligations of Vendee herein, Vendor and Vendee hereby grant, transfer and assign to Trustee, in trust, with power of sale, their right, title and interest in the real property situated in the County of _____, State of California, and described as follows:

Reserving unto Vendor the power to convey title to the Vendee or the Vendee's successors or assigns upon the performance of Vendee's obligation under this agreement. Any recorded deed executed and acknowledged by the Vendor or his successors, to the Vendee or his successors of the real property described herein, or any portion thereof, shall be deemed executed pursuant to this power, which deed shall be free and clear of, and terminate, the right, title, interest and the powers of the Trustee.
Reserving unto Vendee the right of possession subject, however, to the power of sale herein granted to the Trustee.

WITNESSETH:

WHEREAS, Vendor has agreed to sell, and Vendee has agreed to buy said real property upon the terms and conditions set forth herein, and WHEREAS, Vendee agrees, that if Vendor elects to enforce the Vendor's security interest in the real property by exercising the power of sale, as herein provided, such sale shall discharge and terminate any and all rights of the Vendee arising out of this agreement, whether in the form of restitution, redemption or otherwise.

DW, THEREFORE, VENDOR AND VENDEE DO HEREBY AGREE AS FOLLOWS:

1. Payment of purchase price (Loan payments included).

- A. Vendee shall pay to Vendor forthwith the sum of \$ _____ as a down payment.
- B. And Vendee promises to pay to Vendor or order at _____ the sum of \$ _____ with interest thereon at the rate of _____% per annum commencing _____, principal and interest payable _____
- _____
- _____
- _____

Payment shall be in lawful money of the United States and shall be applied first to the interest accrued hereon and then to the principal of this Contract and Vendor promises to pay the installments (due or becoming due prior to the next installment date hereunder) upon the notes secured by the existing deeds of trust referred to in the Request for Notice set forth on page 1 of this Contract.

C. Vendee agrees to pay to Vendor such additional amounts as may be required by the holders of the notes secured by the deeds of trust identified in such Request for Notice for tax or insurance premium impounds accounts.

Should Vendor fail to pay any installments when due on such existing deeds of trust, Vendee may make such payments directly to the holder of such notes, and the amount thereof shall be credited to the next installment or installments due or becoming due under this contract.

Any prepayment of all or a portion of the unpaid principal balance of this contract permitted by the terms of this contract may be made upon the written requirement by the Vendee that Vendor prepay a proportionate amount of the unpaid balance of the notes secured by such existing deeds of trust, provided however, that the obligation of Vendor to do so is conditioned upon the right of Vendor to prepay such notes, and is further conditioned upon the payment by Vendee to Vendor of any additional amount required by the holders of such existing notes as a penalty or consideration for such prepayment.

D. At any sale for the enforcement of this contract, the bid by the Vendor upon the credit of the money obligation secured by this contract shall be reduced in an amount equivalent to the then unpaid principal balance of the notes secured by such existing deeds of trust.

This agreement will require _____ years and _____ months to complete payment in accordance with its terms.

2. TITLE INSURANCE

Upon recordation of this security land contract, CHICAGO TITLE COMPANY _____, shall issue a joint protection policy of title insurance (lender's - owner's) insuring the Vendor's (lender's) and Vendee's (owner's) interest herein.

3. POSSESSION

(a) Vendor grants to Vendee the possession of said real property, for the term of this agreement, or until the earlier termination of this agreement.

(b) Vendor hereby reserves the right, power and authority to collect the rents, issues and profits of said real property. However, Vendor assigns to Vendee the right, prior to any default by Vendee 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, Vendor 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 Vendor 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 or notice of default hereunder or invalidate any act done pursuant to such notice

4. RISK OF LOSS

(a) Vendee assumes all hazards of damage to or destruction of any improvements now or hereafter placed upon said real property and of the taking of such real property or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration under this contract.

(b) Any award of damages from any taking for public use, or from any damage to said real property or any part thereof is assigned to Vendor with the right to apply or release such monies in the same manner and effect as provided for disposition of proceeds of fire insurance.

(c) Vendee does hereby indemnify Vendor and Trustee against any and all claims by third parties for personal injury or property damage, and agrees to provide public liability insurance on the premises in an amount not less than \$ _____, naming Vendor as an additional insured.

5. TO PROTECT VENDOR'S SECURITY INTEREST, VENDEE AGREES:

(a) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this agreement may require to preserve this security.

(b) To provide maintain and deliver to Vendor fire insurance satisfactory to and with loss payable to Vendor. The amount collected under any fire or other insurance policy may be applied by Vendor upon any indebtedness secured hereby and in such order as Vendor may determine, or Vendor may release all or any part thereof to Vendee. 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.

(c) To appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of Vendor 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 proceedings in which Vendor or Trustee may appear.

(d) To pay, at least ten days before delinquent, all taxes and assessments affecting said property, including assessments on appurtenant water stock when due, as well as all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, except as agreed to be paid by Vendor, all costs, fees and expenses of this agreement.

Should Vendee fail to make any payment, or to do any act as herein provided, then Vendor, but without obligation to do so and without notice to or demand upon Vendee and without releasing Vendee from any obligation hereof, may make or do the same in such manner and to such extent as Vendor may deem necessary to protect the security hereof. Vendor is 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 Vendor or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment 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.

(e) To pay immediately and without demand all sums so expended by Vendor, with interest from date of expenditure, as may be permitted by law from time to time.

6. VENDOR AGREES:

(a) Upon the performance in full by the Vendee, to execute and have acknowledged a Grant Deed, in recordable form, of the real property described in this agreement, vesting the fee title in Vendee, or the Vendee's successors or assigns, subject only to the liens to be paid by the Vendee, and such other encumbrances accepted, made by or suffered by the Vendee, and to deliver such deed as directed by the Vendee, or his successors or assigns.

(b) To pay Vendee any transfer tax required by law.

(c) During the existence of this contract, and upon the written demand of the Vendee or his authorized agent made at any time before or within two months after the recording of a notice of default under this contract, or thirty days prior to the entry of a judgment for the enforcement of this contract, and upon payment of an amount not to exceed what is permitted by law, to cause to have prepared and delivered to the person demanding it, a written statement materially setting forth the information required to be supplied by a mortgagee or beneficiary by Section 2943 of the Civil Code of the State of California.

7. DEFAULT AND ACCELERATION

Time is of the essence in the payments agreed to be paid Vendor, and the performance of the agreements made for the protection of the Vendor's security, and should Vendee fail to make such payment or tender such performance when due, such failure shall constitute a default. Upon the occurrence of any such default, Vendor may declare all sums secured unto Vendor by this agreement immediately due and payable.

8. ELECTION TO SELL

Upon the election by Vendor to proceed by Trustee's Sale, Vendor may elect to declare all sums immediately due and payable by delivering to the Trustee a written declaration of default and demand for sale; Vendor's copy of this agreement; and all documents evidencing expenditures by Vendor, secured by this agreement.

9. NOTICE OF DEFAULT

Vendor shall further deliver to Trustee a written Notice of Default and Election to Sell, which notice shall identify the contract by stating the names of the Vendor and Vendee, and the date of recording, and the recording reference and shall contain a description of the real property. Such notice shall also contain a statement that a breach of the obligations secured by such agreement has occurred, and shall set forth the nature of such breach and the election by the Vendor to sell or cause such property to be sold to satisfy the obligations secured by this agreement. If the default is curable under the provisions for reinstatement set forth in this agreement, such Notice of Default shall further contain a statement substantially in the form set forth in paragraph (1) of subdivision (b) of Section 2924(c) of the Civil Code of the State of California.

10. POWER OF SALE

The only power the Trustee has under this agreement is to exercise the power of sale in the event of a default by the Vendee. The Trustee shall have no power to convey Vendor's interest to Vendee upon fulfillment of Vendee's obligations hereunder.

11. PROCEDURE FOR SALE

(a) Trustee shall cause to be filed for record in the office of the Recorder of each county wherein the real property, or some part or parcel thereof, is situated an executed copy of the Notice of Default.

(b) Any person desiring a copy of any notice of default and/or of any notice of sale under this Contract may, at any time subsequent to recordation of this Contract, and prior to recordation of notice of default thereunder, cause to be filed for record in the office of the recorder of any county in which any part or parcel of the real property is situated, a duly acknowledged request for a copy of such notice of default and of sale. This request shall be signed and acknowledged by the person making the request, specifying the name and address of the person to whom the notice is to be mailed, shall identify the Contract by stating the names of the parties thereto, the date of recordation thereof and the book and page where the same is recorded or the recorder's number and shall be substantially in the form set forth in California Civil Code Section 2924(b).

The Vendor, Trustee or other person authorized to record the notice of default, shall, within 10 days following recordation of such notice of default, deposit, or cause to be deposited, in the United States Mail, an envelope, registered or certified and with postage prepaid, containing a copy of such notice with the recording date shown thereon, addressed to the Vendee, at the address set forth in this agreement and to each person, including Vendee, whose name and address is set forth in a duly recorded request therefor, directed to the address designated in said request. And at least 20 days before date of sale the Vendor, Trustee or other person authorized to make the sale shall deposit, or cause to be deposited, in the United States Mail, an envelope registered or certified and with postage prepaid, containing a copy of the notice of the time and place of the sale, addressed to each person whose name and address is set forth in a request therefor recorded, within the time herein provided.

(c) Whenever all or a portion of the principal sum of any obligation secured by this Contract has, prior to the maturity date fixed in such obligation become due, or been declared due by reason of default in payment of interest or of any installment of principal, or by reason of failure of Vendee to pay, in accordance with the terms of such obligation or of such Contract, taxes assessments, premiums for insurance or advances made by Vendor in accordance with the terms of such obligation or of such Contract, the Vendee or his successor in interest in the property or any part thereof, or any beneficiary under a subordinate deed of trust, or any other person having a subordinate lien or encumbrance of record thereon, at any time within three months of the recording of the notice of default under this Contract, may pay to the Vendor or successors in interest, respectively, the entire amount then due under the terms of such Contract and the obligation secured hereby (including reasonable costs and expenses actually incurred in enforcing the terms of such Contract and Trustee's or attorney's fees, subject to the provisions of California Civil Code section 2924c, subdivisions (c) and (d)), other than such portion of principal as would not then be due had no default occurred and thereby cure the default theretofore existing, and thereupon, all proceedings theretofore had or instituted shall be dismissed or discontinued and the obligation and Contract shall be reinstated and shall be and remain in force and effect the same as if no such acceleration had occurred.

(d) Before any sale of property can be made under the power of sale contained in this Contract, notice of the sale thereof must be given by posting a written notice of the time and place of sale, and describing the property to be sold, at least 20 days before the date of sale, in one public place in the city where the property is to be sold in a city, or, if not, then in one public place in the judicial district in which the property is to be sold, and publishing a copy thereof once a week for the same period, in some newspaper of general circulation published in the city in which the property or some part thereof is situated, if any part thereof is situated in a city, if not, then in some newspaper of general circulation published in the judicial district in which the property or some part thereof is situated, or in case no newspaper of general circulation is published in the city or judicial district, as the case may be, in some newspaper of general circulation published in the county in which the property or some part thereof is situated. A copy of such notice of sale shall also be posted in some conspicuous place on the property to be sold at least 20 days before date of sale. In addition to any other description of the property the notice shall describe the property by giving its street address, if any, or other common designation, if any; but if a legal description of the property is given, the validity of the notice shall not be affected by the fact that the street address or other common designation recited is erroneous or that the street address or other common designation is omitted. The term newspaper of general circulation is used herein is as defined in Article 1 (commencing with Section 6000) of Chapter 1, Division 7, Title 1 of the Government Code.

(e) All sales of property under the power of sale contained in this Contract shall be held in the county where such property or some part thereof is situated, and shall be made at auction, to the highest bidder, between the hours of 9 in the morning and 5 in the afternoon. When the property consists of several known lots or parcels they shall be sold separately upon request of Vendee or any lien creditors with liens junior to Vendor, or when a portion of such property is claimed by a third person, and he requires it to be sold separately, such portion may be thus sold. The Vendee if present at the sale, may also direct the order in which property shall be sold, when such property consists of such several known lots or parcels which may be sold to advantage separately, and the Trustee shall follow such direction. After sufficient property has been sold to satisfy the indebtedness no more can be sold. The remainder of the property shall then be conveyed by Vendor to Vendee.

If the property under the power of sale is in two or more counties, the public auction sale of all of the property under the power of sale may take place in any one of the counties where the property, or a portion thereof, is located.

There may be a postponement of the sale proceedings at any time prior to the completion of the sale thereof at the discretion of the Trustee, or if the Vendor instructs the Trustee to postpone the sale proceedings. The notice of each postponement shall be given by public declaration by the Trustee at the time and place last appointed for sale. Such public declaration of the postponement shall also set forth the new date, time, and place of sale, which place of sale shall be the same place as originally fixed by the Trustee for the sale. No other notice of postponement need be given

(f) (i) Each and every bid made by a bidder at a trustee's sale under the power of sale contained in this Contract shall be deemed to be an irrevocable offer by that bidder to purchase the property being sold by the Trustee under such power of sale for the amount of the bid. Any second or subsequent bid by the same bidder or any other bidder for a higher amount shall be a cancellation of the prior bid.

(ii) At the Trustee's sale the Trustee shall have the right (1) to require every bidder to show evidence of his ability to deposit with the Trustee the full amount of his final bid in cash, or the equivalent of cash in a form satisfactory to the Trustee prior to and as a condition to the recognizing of such bid, and to conditionally accept and hold these amounts for the duration of the sale, and (2) to require the last and highest bidder to deposit, if not deposited previously, the full amount of his final bid in cash, or the equivalent of cash in a form satisfactory to the Trustee, immediately prior to the completion of the sale, the completion of the sale being so announced by the fall of the hammer or in any other customary manner.

(iii) If the Trustee has not required the last and highest bidder to deposit the cash or equivalent in the manner set forth in subparagraph (ii) of subparagraph (f) above, the Trustee shall complete the sale. If the last and highest bidder then fails to deliver to the Trustee, when demanded, the amount of his final bid in cash, or the equivalent of cash in a form satisfactory to the Trustee, such bidder shall be liable to the Trustee for all damages which the Trustee may sustain by the refusal to deliver to the Trustee the amount of the final bid, including any court costs and reasonable attorney's fees.

(iv) Any postponements or discontinuance of the sale proceedings shall be a cancellation of the last bid.

(g) Any person including the Vendor, Trustee and Vendee may purchase at such sale.

(h) Trustee shall deliver to such purchaser its deed conveying the real property so sold but without any covenant or warranty, expressed or

12. SUBSTITUTION OF TRUSTEES

Vendor or any successor in ownership of any indebtedness secured hereby, may from time to time, by written instrument, substitute a successor or successors to any trustee named herein or acting hereunder, which instrument, executed by the Vendor and duly acknowledged and recorded 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 predecessor trustee, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Vendee, Trustee and Vendor, hereunder, the book and page or Document No. where this Security Land Contract is recorded and the name and address of the new trustee.

13. BINDING EFFECT

This agreement binds the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and may be executed in duplicate.

14. CONSTRUCTION

All words used in this agreement, including the words "Vendor" and "Vendee" shall be construed to include the plural as well as the singular number and words used herewith in the present tense shall include the future as well as the present, and the words used in the masculine gender shall include the feminine and neuter gender
IN WITNESS WHEREOF, the parties have hereunto executed this agreement as of the date first above written.

15. ATTORNEY'S FEES

If any party to this Agreement or any assignee of any party hereunder shall bring an action in any court of competent jurisdiction to enforce any covenant of this Agreement, including any action to collect any payment required hereunder, or to quiet his title against the other party to this Agreement, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

Vendor(s) _____ Vendee(s)

STATE OF CALIFORNIA

ss.

COUNTY OF _____

On _____, before me, the undersigned, a Notary Public in and for said State, _____
personally appeared _____
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 that _____ executed the same.

WITNESS my hand and official seal

NOTARY PUBLIC
In and for said County and State

STATE OF CALIFORNIA

ss.

COUNTY OF _____

On _____, before me, the undersigned, a Notary Public in and for said State, _____
personally appeared _____
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 that _____ executed the same.

WITNESS my hand and official seal

NOTARY PUBLIC
In and for said County and State

LONG FORM SECURITY (INSTALLMENT)
LAND CONTRACT WITH POWER OF SALE
AND REQUEST FOR NOTICE OF DEFAULT
(PRIOR LOAN PAYMENTS INCLUDED)



CHICAGO TITLE
COMPANY
AS TRUSTEE