

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

SAN DIEGO FEDERAL
SAVINGS & LOAN ASSOCIATION
800 "B" STREET
SAN DIEGO, CA 92183
Attn: Virginia Oehl

ORDER NO. OR-1257666 1ST Amer.
LOAN NO. 93011-5 60 prw

46401

\$9.00

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
AUG 31 1979
LEE A. MCNICH, County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

(THIS IS ☐ IS NOT ☒ A CONSTRUCTION DEED OF TRUST)

THIS DEED OF TRUST, made this 17TH day of AUGUST, 1979, between

Kenneth K. Wong, a married man; Kenneth K. Wong, a married man; Fairview-Warner, Ltd., a California Limited Partnership, Kenneth K. Wong and Alice Victoria Ling Wong, Husband and Wife; James D. Gilchrist and Doris I. Gilchrist, Husband and Wife; Chen-Wang, Joint Venture, a California Joint Venture; and Chung-On Wong, a married man

herein called TRUSTOR, whose address is 610 Newport Center Drive, Newport Beach, CA. 92660

composed of Thomas T. Chen and Mary Wang, a widow, (Number and Street, City, County and State) Chung-Sou Chen, husband and wife and Susan Shu-Cheng Wang, a widow

CALIFORNIA GENERAL MORTGAGE SERVICE, INC., a corporation, of San Diego, California, herein called TRUSTEE; AND SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, of San Diego, California, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, that real property in Orange County, California, described as:

Lot 12 of Tract No. 9505, as shown on a Map recorded in book 401, pages 37 to 39 inclusive of Miscellaneous Maps, in the office of the County Recorder of said County, California.

Except all oil, gas, hydrocarbons, minerals and mineral rights below 500 feet, measured vertically downward from the natural surface of said land, to the extent not reserved to others; with thright to explore therefor, sell, lease and remove the same without right of entry therefor upon the surface, or within the upper 500 feet of the subsurface of said land measured vertically downward from the natural surface, as reserved in the Deed from Harold T. Segerstrom, and others, recorded December 31, 1970 in book 9506, page 51, Official Records.

TOGETHER WITH (a) all buildings and improvements, fixtures and appurtenances now, or hereafter placed, thereon, it being understood and agreed that all classes of property attached or unattached, other than consumable goods, used in connection therewith shall be deemed fixtures, and (b) the rents, income, issues and profits of all property covered by this deed of trust, SUBJECT, HOWEVER, to the assignment incorporated herein, to Beneficiary, of such rents, income, issues and profits.

FOR THE PURPOSE OF SECURING:

1. Payment of the sum of \$ 1,500,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to Beneficiary or order, and all extensions or renewals thereof. 2. Performance of each agreement of Trustor contained herein. 3. Payment of such additional sums, with interest thereon (a) as may be hereafter borrowed from Beneficiary by the then record owner or owners of the above property when evidenced by another promissory note or notes, or (b) as may be added to the indebtedness secured hereby in accordance with the provisions of this Deed of Trust. 4. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Deed of Trust or arising thereafter. 5. Performance, if this is a construction loan, of each agreement of Trustor contained in the Building Loan Agreement and Assignment of Account between Trustor and Beneficiary. 6. Performance by Trustor, if the security hereunder is a leasehold interest, of each agreement of lessee contained in the lease creating such leasehold. 7. Compliance by Trustor, if the security hereunder is a condominium, community apartment or planned development, with each and every monetary provision or covenant to be performed by Trustor under the Declaration of Covenants, Conditions and Restrictions pertaining to the condominium project and, upon written request of Beneficiary, the enforcement by Trustor of the covenant against other owners in such project to pay maintenance charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made. 8. Payment of the fees and charges of Beneficiary whether or not described herein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, without restricting the generality of the foregoing, damage from termites and dry rot, to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanics' liens against such property; to comply with all laws affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon such property in violation of law, and to cultivate, irrigate, fertilize, fumigate, prune, and to do all other acts that from the character or use of said property may be reasonably necessary. If the loan secured hereby, or any part thereof, is being obtained for the purpose of constructing improvements on such property, anything in this Deed of Trust to the contrary notwithstanding, Trustor further agrees (a) to complete the same in accordance with plans and specifications satisfactory to Beneficiary and to comply with all the provisions of the building loan agreement entered into with Beneficiary, (b) to allow Beneficiary to inspect such property at all times during construction, (c) to replace any work or materials unsatisfactory to Beneficiary within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered or certified mail, sent to his last known address, or by personal service of the same, and (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, whether consecutive or not, without the written permission of Beneficiary, (e) to promptly pay all claims for labor performed and materials furnished in connection with the said construction and not to permit any claims of lien for said work or material to be filed of record against the said property. If the said property is part of a larger tract upon which improvements will be constructed, Trustor shall make separate contracts and sub-contracts for said construction which shall pertain to the said property only and shall keep separate, full and complete records of all work and materials furnished to the said property. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

(2) To provide and maintain in force, at all times, fire and other types of insurance as may be required by Beneficiary, each in an amount satisfactory to and with loss payable to Beneficiary. The policies of such insurance shall be for a term and in form and content and in such companies as may be satisfactory to Beneficiary, and shall be delivered to, and remain in possession of, Beneficiary as further security for the faithful performance of these trusts. At least thirty (30) days prior to the expiration of any insurance policy, a policy or policies renewing or extending such expiring insurance shall be delivered to Beneficiary together with written evidence showing payment of the premium therefor and, in the event any such insurance policy and evidence of payment of the premium are not so delivered by Trustor to Beneficiary, Trustor by executing this Deed of Trust specifically requests Beneficiary to obtain such insurance. Beneficiary, but without obligation so to do, without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, pay the premium therefor, and add the amount thereof to the indebtedness secured hereby which amount shall bear a like rate of interest. Beneficiary, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy heretofore delivered to Beneficiary pursuant hereto, and any information concerning the loan secured hereby. Neither Trustee nor Beneficiary shall be responsible for such insurance or for the collection of any insurance moneys, or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of, and pass to the purchaser of, the property conveyed at any Trustee's sale held hereunder. The amount collected under any life or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, any part or all of such amount may, without reducing the indebtedness secured hereby, either be used to replace, restore, or reconstruct the property covered by this Deed of Trust to a condition satisfactory to Beneficiary, or 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) That, in the event Trustor shall maintain life, accident or health insurance and Beneficiary shall be the owner or holder of any policy or policies of such insurance as further security hereunder and Trustor shall default in payment of any premium thereof, Beneficiary may elect to pay any such premium, and any amount so paid may be added by Beneficiary to the indebtedness secured hereby and shall bear a like rate of interest.

(4) To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special City and County taxes, and all assessments on appurtenant water stock, affecting such property, (b) when due, all special assessments for public improvements, without permitting any improvement bond to issue for any special assessment, (c) all encumbrances, charges and liens, with interest, on said property, or any part thereof, which are, or appear to Beneficiary to be, prior to or superior hereto, (d) all costs, fees, charges and expenses of this trust, whether or not described herein, (e) for any statement regarding the obligation secured hereby any amount demanded by Beneficiary not to exceed the maximum allowed by law therefor, at the time when such request is made, (f) such other charges as the Beneficiary may

(9) Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable within 30 days after such declaration, if Trustor or any successor in interest to Trustor (a) conveys, transfers or assigns the property or any part thereof, whether by deed, contract of sale, lease with option to buy, or otherwise; or (b) further encumbers or alienates the property or any part thereof; or (c) leases the property or any part thereof for a term, together with all exercisable options, of 5 years or more; or (d) suffers his title or any interest therein to be divested, whether voluntarily or involuntarily; or (e) changes or permits to be changed the character or use of the property, including, without limitations, drilling or extracting oil, gas, or other hydrocarbon substances, or any mineral of any kind or character; or (f) if suit be commenced to condemn the property as being unfit for human use and occupancy or to abate as a nuisance activities or conditions found thereon, or for the partition or sale of said property; or (g) if Trustor is a partnership, any of the general partners' interests are transferred or assigned, whether voluntarily or involuntarily; or (h) if Trustor is a corporation and more than 25 per cent of the capital stock thereof is sold, transferred or assigned during a twelve-month period; or (i) has made any oral or written material misrepresentation or failed to disclose any material fact, in order to induce Beneficiary to enter into the transaction evidenced by the promissory note or notes or agreements which this Deed of Trust secures. If any of the events enumerated in the preceding subparagraphs (a) to (i), inclusive, occur and if Beneficiary consents to the same or fails to exercise its right to declare all sums secured hereby due and payable, such consent or failure shall not be deemed or construed as a waiver, and the consent of Beneficiary shall be required on all successive occurrences.

(10) That any award, settlement or damages for injury or damages to such property, or in connection with the transaction financed by such loan, and any award of damages in connection with any condemnation for public use of or injury to said property, or any part thereof, is hereby assumed and shall be paid to Beneficiary, who may apply or release such monies received by it in such manner and with the same effect as above provided for the disposition of proceeds of fire or other insurance.

(11) That, by accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of Trustor that Trustor was obligated hereunder, but failed, to make or perform, or by adding any payment so made by Beneficiary to the indebtedness secured hereby, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare a default for failure so to pay.

(12) 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 of Trust and any note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, or the lien of this Deed of Trust upon the remainder of said property for the full amount of the indebtedness then or thereafter secured hereby, or the rights or powers of the Beneficiary or the Trustee with respect to the remainder of said property, Trustee may (a) reconvey any part of such property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

(13) That the lien hereof shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness secured hereby, or any part thereof.

(14) That, upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes 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 of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Such request and reconveyance shall operate as a re-assignment of the rents, issues and profits hereinafter assigned to Beneficiary. Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).

(15) That Trustor does hereby grant, transfer and assign to Beneficiary all rents, income, issues and profits due or to become due hereafter for the occupancy or use of such property, except that Trustor reserves 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, income, issues and profits as they become due and payable.

(16) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of such property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive

deem reasonable for services rendered by Beneficiary and furnished at Trustor's request or that of any successor in interest to Trustor, (g) if the security for this Deed of Trust is a leasehold estate, all payments and obligations required of the Lessee or its successor in interest under the terms of the instrument or instruments creating such leasehold. Should Trustor fail to make any such payment, Beneficiary may elect to make such payment and any amount so paid may be added by Beneficiary to the indebtedness secured hereby and shall bear a like rate of interest. Trustor agrees to notify Beneficiary immediately upon receipt by Trustor of notice of any increase in the assessed value of the property covered by this Deed of Trust, and agrees that Beneficiary, in the name of Trustor, may contest by appropriate proceedings such increase in assessment, (h) if the security for this Deed of Trust be a condominium, community apartment or planned development, all payments and monetary obligations required of such condominium owner under the Declaration of Covenants, Conditions and Restrictions pertaining to such projects.

(5) To pay to Beneficiary, if Beneficiary shall so request, in addition to any other payments required hereunder, monthly advance installments, as estimated by Beneficiary, of taxes, assessments, and insurance premiums for the purpose of building up a fund to insure payment when due, or before delinquency, of any or all of the taxes, assessments, and insurance premiums in paragraphs (2), (3) and (4) above. If the amounts paid to Beneficiary under the provisions of this paragraph are insufficient to discharge the obligations of Trustor to pay such premiums, taxes and assessments as the same become due or delinquent, Trustor shall pay to Beneficiary, upon its demand, such additional sums necessary to discharge Trustor's obligation to pay such premiums, taxes and assessments. All monies paid to Beneficiary under this paragraph may be intermingled with other monies of Beneficiary, but a separate non-interest bearing account, called "Impound account", shall be maintained therefor. Debits may be made against such accounts for the payment by Beneficiary of premiums, taxes and assessments before they become due and payable, or at the option of Beneficiary for the payment of interest and principal due under the terms of the note secured hereby, plus any other amounts due, charges or other advances due or owing to Beneficiary pursuant to said promissory note, or under the terms and conditions of this Deed of Trust. If Trustor shall fail to pay any installment provided for in this paragraph, such failure shall constitute a default under this Deed of Trust. In the event of a default in the payment of any monies of any note secured hereby or under this Deed of Trust or default in the performance of any of the covenants and obligations of this Deed of Trust, then any balance remaining from monies paid Beneficiary under the provisions of this paragraph may, at the option of Beneficiary, be applied to the payment of principal and/or interest upon the obligation secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Beneficiary will make such reports of the impound account as are required by law.

(6) That, should Trustor fail to make any payment or do any act as provided in this Deed of Trust, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Trustor, and without releasing Trustor from any obligation hereof may (a) 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, (b) commence, appear in, or defend any action or proceeding purporting to affect the security hereof or the property covered by this Deed of Trust, or the rights or powers of Beneficiary or Trustee, (c) pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of either is or appears to be prior or superior hereto, and (d) in exercising any such power, may necessary expenses, employ counsel and pay his reasonable fees. Trustor agrees to repay any amount so expended on demand of Beneficiary, and any amount so expended may be added by Beneficiary to the indebtedness secured hereby and shall bear a like rate of interest. Trustor agrees that in the event that the real property which is subject to this Deed of Trust is now or hereafter used for commercial or residential income purposes that when requested by Beneficiary, Trustor will promptly deliver to Beneficiary a certified financial statement together with a profit and loss statement which will be in form and content prepared according to the usual and acceptable accounting practices, which statement shall cover all of the financial operations of Trustor, including but not limited to the financial operations relating to the real property subject to this Deed of Trust, and Trustor further agrees when requested by Beneficiary to promptly deliver, in writing, such further additional information as required by Beneficiary relating to any of said financial statements.

(7) To appear in and defend any action or proceeding purporting to affect the security hereof or the property which is covered by this Deed of Trust, or the rights or powers of Beneficiary or Trustee, and, whether or not Trustor so appears or defends, to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, which shall not be less than \$250.00, in any such action or proceeding in which Beneficiary or Trustee may appear by virtue of being made a party, defendant or otherwise, and irrespective of whether the interest of Beneficiary or Trustee in such property is directly questioned by such action, including any action for the condemnation or partition of said premises, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(8) To pay immediately upon demand all sums, expended under the terms of this Deed of Trust by Beneficiary or Trustee, with interest from the date of expenditure, at the rate which the principal obligation secured hereby bears at the time such payment is made, and the repayment of such sums shall be secured hereby.

any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(17) If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or the terms on which he has such leasehold interest, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable. Consent to one such amendment, change or modification shall not be a waiver of the right to require such consent to any future amendment, change or modification. Waiver of the right to require such consent in one instance shall not be deemed to be a waiver of the right to require such consent in the event of amendments, changes or modifications occurring after the waiver. If the security for this Deed of Trust is a leasehold estate, the term "said property" as used in this Deed of Trust shall be deemed to mean the leasehold estate whenever the context so requires.

(18) 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 such property, which notice Trustee shall cause to be filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust and any notes and all documents evidencing expenditures, secured hereby. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell such property at the time and place fixed by it in such 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 such 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 recital in such deed of any matters of fact 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 this sale, Trustee shall apply the proceeds of sale to payment first of all sums expended under the terms hereof not then repaid, with accrued interest at the rate then payable under the note or notes secured hereby, and then of all other sums secured hereby, and, if there be any proceeds remaining, shall distribute them to the person or persons legally entitled thereto.

(19) To waive the right to plead any statute of limitations as a defense to any demand secured hereby, to the fullest extent permissible by law.

(20) That Beneficiary 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 and acknowledged by Beneficiary and recorded in the office of the recorder of the county or counties where such property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyances from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties, including but not limited to the power to reconvey the whole or any part of the property covered by this Deed of Trust. Such instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.

(21) Should this Deed of Trust or any note secured hereby provide any fee for prepayment of any indebtedness secured hereby, Trustor agrees to pay said fee if any of said indebtedness shall be paid prior to the due date thereof stated in said Note or this Deed of Trust, even if and notwithstanding Trustor shall have defaulted in payment thereof, or in performance of any agreement hereunder, and Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

(22) That Trustor has made certain representations and disclosures in order to induce Beneficiary to make the loan evidenced by the promissory note or notes which this Deed of Trust secures, and in the event that Trustor has made any material misrepresentation or failed to disclose any material fact, Beneficiary, at its option and without notice, shall have the right to declare the indebtedness secured hereby, irrespective of the maturity date specified in such note or notes immediately due and payable, and on failure to so pay may make a written declaration of default and demand for sale as in paragraph No. (18) herein set forth.

(23) That 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 shall mean the owner and holder, including pledgee, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(24) Trustee accepts this Trust when this Deed of Trust, 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.

BK 13293 PG 1950

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.

Signature of Trustor

BK 13293 PB 1959

Fairview Warner, Ltd., A California Limited Partnership

By: Alice V. L. Wong
Alice V. L. Wong, General Partner

Chen-Wang Joint Venture, A California Joint Venture

By: Thomas T. Chen
Thomas T. Chen, Joint Venturer

By: Mary Chung-Sou Choh
Mary Chung-Sou Choh, Joint Venturer

By: Susan Shu-Cheng Wang
Susan Shu-Cheng Wang, Joint Venturer

By: Kenneth K. Wong
Kenneth K. Wong

By: Kenneth K. Wong
Kenneth K. Wong

By: Alice Victoria Ling Wong
Alice Victoria Ling Wong

By: Kenneth K. Wong
Kenneth K. Wong

James B. Gilchrist

Doris I. Gilchrist

Chung On Wong
his attorney in fact

STATE OF CALIFORNIA

COUNTY OF

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.
(Seal)

Notary Public in and for said County and State.

STATE OF CALIFORNIA

COUNTY OF

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

known to me to be the _____ President, and _____ known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.
(Seal)

Notary Public in and for said County and State.

STATE OF CALIFORNIA

COUNTY OF

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.
(Seal)

Notary Public in and for said County and State.

Deed of Trust

WITH POWER OF SALE
CALIFORNIA GENERAL
MORTGAGE SERVICE, INC.
AS TRUSTEE

SAN DIEGO
FEDERAL SAVINGS AND
LOAN ASSOCIATION
BENEFICIARY

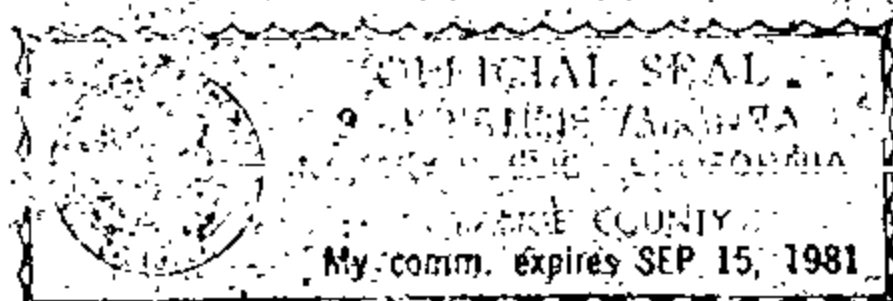
STATE OF CALIFORNIA
COUNTY OF Orange

} SS

ON August 20, 1979, before me, the undersigned, a Notary Public in and for said County and State personally appeared Kenneth K. Wong known to me to be the person whose name is subscribed to the within instrument as the ATTORNEY IN FACT of Chung On Wong and acknowledged to me

that he subscribed the name of Chung On Wong thereto as principal, and in his own name as ATTORNEY IN FACT.

Notary's Signature S. Kristine Mimura
S. Kristine Mimura



ATTORNEY IN FACT ACKNOWLEDGMENT

Form No. 13

(PARTNERSHIP)

STATE OF CALIFORNIA
COUNTY OF Orange

} SS

On August 20, 1979

before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

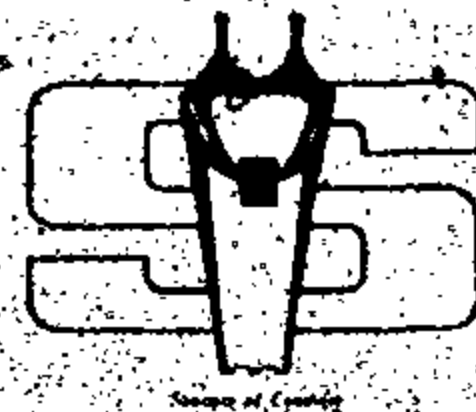
Alice V. L. Wong, general partner

known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

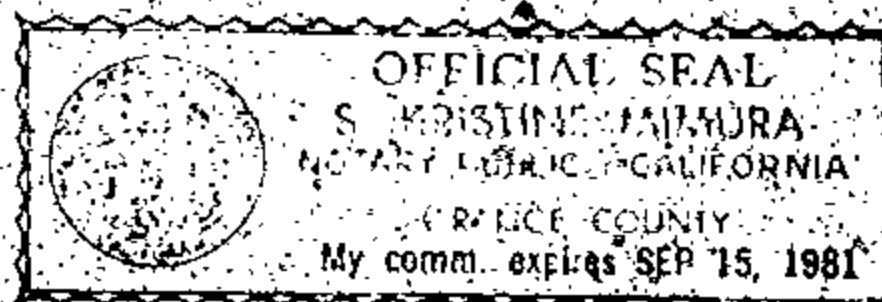
WITNESS my hand and official seal.

Signature S. Kristine Mimura
S. Kristine Mimura

Name (Typed or Printed)



FOR NOTARY SEAL OR STAMP



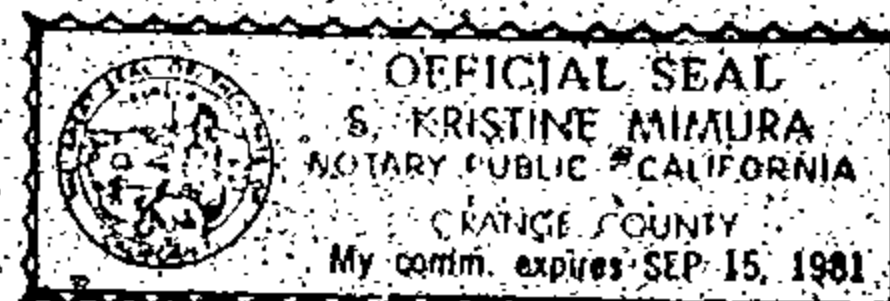
STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On August 20, 1979, before me, the undersigned, a Notary Public in and for said State personally appeared Thomas T. Chen, Mary Chung-Sou Chen and

Susan Shu-Cheng Wang known to me to be 3 (three) of the joint venturers of the joint venture that executed the within instrument, and acknowledged to me that they executed the same, both as individuals and as joint venturers of said joint venture and that said joint venture also executed the same.

WITNESS my hand and official seal.

S. Kristine Mimura S. Kristine Mimura
Notary Public in and for said County and State.



TO 1844 CA (8-74)

(Individual)

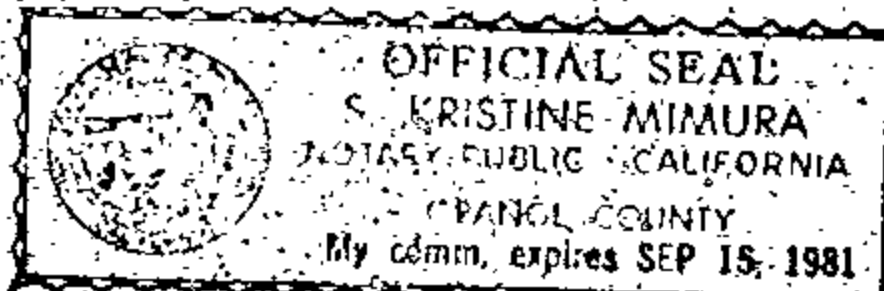
STATE OF CALIFORNIA

COUNTY OF Orange } SS.On August 20, 1979before me, the undersigned, a Notary Public in and for said State, personally appeared Doris L. Gilchrist and James D. Gilchrist

known to me
to be the person B whose name B are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

S. Kristine Mimura
S. Kristine Mimura

(This area for official notarial seal)

TITLE INSURANCE
AND TRUST

A TICO COMPANY

TO 1844 CA (8-74)

(Individual)

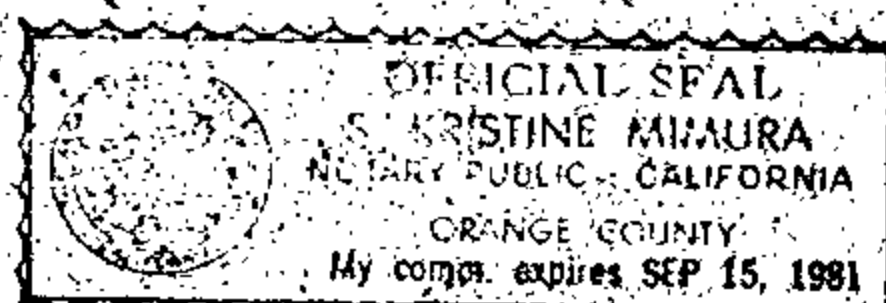
STATE OF CALIFORNIA

COUNTY OF Orange } SS.On August 20, 1979before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth K. Wong

known to me
to be the person is whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature

S. Kristine Mimura
S. Kristine Mimura

(This area for official notarial seal)

TITLE INSURANCE
AND TRUST

A TICO COMPANY

TO 1844 CA (8-74)

(Individual)

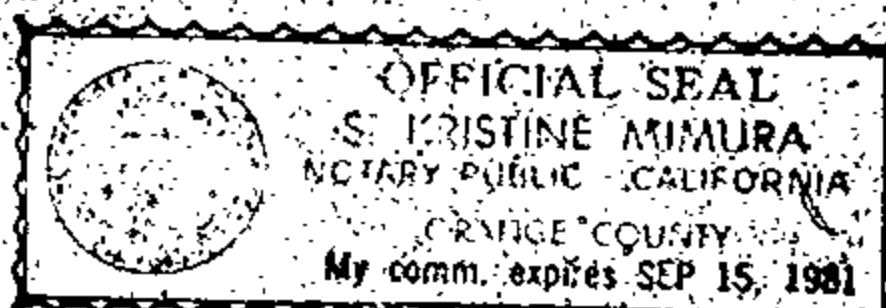
STATE OF CALIFORNIA

COUNTY OF Orange } SS.On August 20, 1979before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth K. Wong

known to me
to be the person is whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature

S. Kristine Mimura
S. Kristine Mimura

(This area for official notarial seal)

TITLE INSURANCE
AND TRUST

A TICO COMPANY

BR 13293 PG 1962

10 1985 CA (8-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF Orange

SS

On August 20, 1979

State, personally appeared

Kenneth K. Wong and Alice Victoria Ling Wong

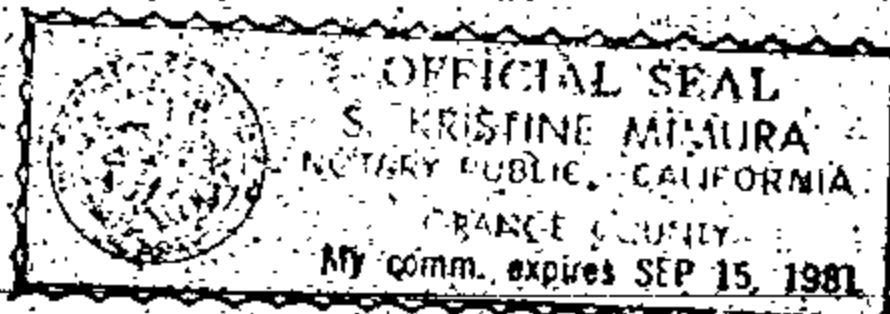
before me, the undersigned, a Notary Public in and for said

to be the person^s whose name^s are known to me
to the within instrument and acknowledged that they subscribed
executed the same.

WITNESS my hand and official seal.

Signature

S. Kristine Mimura
S. Kristine Mimura



(This area for official notarial seal)

END OF RECORDED DOCUMENT

ORIGINAL

46402

BK 13203 PG 1963

EXEMPT
C12

Recorded at request of, and return to:
County of Orange
General Services Agency
Real Estate Division
P.O. Box 4106
Santa Ana, California 92702

☒ Unincorporated area, or
☐ City of _____

DOCUMENTARY TRANSFER TAX: Exempt

Computed on full value
of property conveyed.

AP No. 503-382-01

Project No. X36
Project Crawford Canyon Road

Parcel No. 101, 101.11, 101.2, 101.31, 101.4

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NEWPORT WOODS dba TRACY BUILDING CORP., a California corporation, and
WOOD DEVELOPMENT CORP., a California corporation,

do hereby GRANT to the COUNTY OF ORANGE the real property in the County of Orange, State of
California, described as:

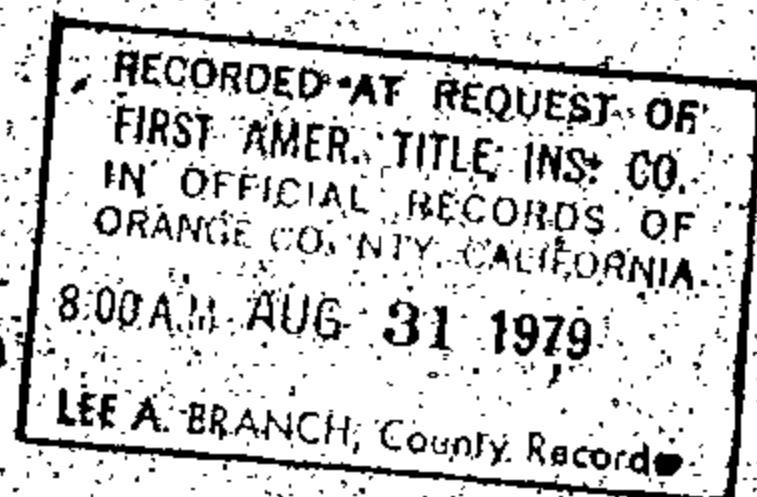
Parcel X3-101

That portion of Parcel 1, in the county of Orange, state of California,
as said parcel is shown on the map filed in book 98, page 11 of Parcel Maps in
the office of the County Recorder of said County, described as follows:

Beginning at the intersection of a line that is parallel with and 30.00
feet easterly from the center line shown as Alt. Alignment for Crawford Canyon
Road on said Parcel Map, with the northwesterly line of said Parcel 1; thence
S. 16° 34' 31" E., 121.80 feet along said parallel line to the beginning of a tangent
curve concave northeasterly and having a radius of 17.00 feet; thence Southeasterly

Mail Tax Statement to Return Address Above

© F0270-A 7-3-10 (4/77)



25.66 feet along said curve through a central angle of $86^{\circ}29'00''$; thence non-tangent to said curve N. $88^{\circ}17'44''$ E., 50.83 feet to the southerly line of said Parcel 1; thence S. $76^{\circ}56'29''$ W., 80.55 feet along said southerly line to the beginning of a tangent curve therein, concave southeasterly and having a radius of 320.00 feet; thence Southwesterly 82.62 feet along said curve through a central angle of $9^{\circ}06'13''$ to the westerly line of said Parcel 1; thence N. $22^{\circ}09'44''$ W., 6.06 feet along said westerly line to a point on a non-tangent curve, concave southeasterly and having a radius of 320.00 feet, a radial line of said curve to said point bears N. $32^{\circ}48'01''$ W.; thence Northeasterly 23.06 feet along said curve through a central angle of $4^{\circ}07'43''$ to a point on a non-tangent reverse curve, concave northwesterly and having a radius of 17.00 feet, a radial line of said curve to said point bears S. $19^{\circ}42'50''$ E.; thence Easterly and Northerly 25.77 feet along said curve through a central angle of $86^{\circ}51'41''$ to a tangent line that is parallel with and 30.00 feet westerly from said center line shown as Alt. Alignment for Crawford Canyon Road on said Parcel Map; thence N. $16^{\circ}34'31''$ W., 64.26 feet along said parallel line to the northwesterly line of said Parcel 1; thence N. $30^{\circ}40'47''$ E., 81.70 feet along said northwesterly line to the point of beginning.

All as more particularly shown on the map attached hereto and by reference made a part hereof.

PARCEL NO. 101.2:

That portion of Parcel 1, in the county of Orange, state of California, as said parcel is shown on the map filed in book 98, page 11 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of a line that is parallel with and 30.00 feet westerly from the center line shown as Alt. Alignment for Crawford Canyon Road on said Parcel Map, with the northwesterly line of said Parcel 1; thence S. $16^{\circ}34'31''$ E., 64.26 feet along said parallel line to the beginning of a tangent curve, concave northwesterly and having a radius of 17.00 feet; thence Southerly and Westerly 25.77 feet along said curve through a central angle of $86^{\circ}51'41''$ to a point on a non-tangent reverse curve, concave southeasterly and having a radius of 320.00 feet, a radial line of said curve to said point bears N. $28^{\circ}40'18''$ W.; thence Southwesterly 23.06 feet along said curve through a central angle of $4^{\circ}07'43''$ to the westerly line of said Parcel 1; thence N. $22^{\circ}09'44''$ W., 47.33 feet along said westerly line to the most Westerly corner of said Parcel 1; thence N. $30^{\circ}40'47''$ E., 58.60 feet along the northwesterly line of said Parcel 1 to the point of beginning.

All as more particularly shown on the map attached hereto and by reference made a part hereof.

Grantors herein also GRANT to the COUNTY OF ORANGE a perpetual easement and right of way for slope purposes in, on, and over the real property in the County of Orange, State of California, described as:

PARCEL NO. 101.11:

That portion of Parcel 1, in the county of Orange, state of California, as said parcel is shown on the map filed in book 98, page 11 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of a line that is parallel with and 30.00 feet easterly from the center line shown as Alt. Alignment for Crawford Canyon Road on said Parcel Map, with the northwesterly line of said Parcel 1; thence S. 16° 14' 31" E., 78.65 feet along said parallel line; thence N. 73° 25' 29" E., 27.00 feet to a point normal to and 57.00 feet easterly from said center line; thence N. 27° 53' 07" W., 89.17 feet to the northwesterly line of said Parcel 1; thence S. 30° 40' 47" W., 12.95 feet along said northwesterly line to the point of beginning.

All as more particularly shown on the map attached hereto and by reference made a part hereof.

Grantors herein also grant to the COUNTY OF ORANGE a perpetual easement and right of way for slope and drainage purposes in, on, and over the real property in the County of Orange, State of California, described as:

PARCEL NO. 101.4:

That portion of Parcel 1, in the county of Orange, state of California, as said parcel is shown on the map filed in book 98, page 11 of Parcel Maps in the office of the County Recorder of said county, described as follows:

Beginning at a point on the southerly line of said Parcel 1, said point being N. 76° 56' 29" E., 80.55 feet from the westerly terminus of the line shown as "N. 76° 14' 20" E., 177.63'" on said Parcel Map; thence S. 88° 17' 44" W., 50.83 feet to a point on a non-tangent curve, concave northeasterly and having a radius of 17.00 feet, a radial line of said curve to said point bears S. 13° 03' 31" E.; thence northwesterly 25.66 feet along said curve through a central angle of 86° 29' 00" to a tangent line that is parallel with and 30.00 feet easterly from the center line shown as Alt. Alignment for Crawford Canyon Road on said Parcel Map; thence N. 16° 34' 31" W., 43.15 feet along said parallel line; thence N. 73° 25' 29" E., 47.00 feet to a point normal to and 77.00 feet easterly from said center line; thence S. 64° 10' 40" E., 31.14 feet to a point normal to and 100.00 feet easterly from said center line; thence S. 11° 11' 38" E., 52.39 feet to the point of beginning.

All as more particularly shown on the map attached hereto and by reference made a part hereof.

BK 13293 PG 1966

Reserving unto grantors of the above-described Parcels 101.11 and 101.4, their successors and assigns, the right to eliminate such slopes or portions thereof, when the necessity therefor, in the written opinion of grantee's Director of Environmental Management Agency, is removed, by substituting other protection and support, provided such substitution is approved in writing by said Director of Environmental Management Agency.

Grantors herein also grant to the COUNTY OF ORANGE a temporary easement for construction purposes in, over, and across the real property in the County of Orange, State of California, described as:

PARCEL NO. 101.31:

That portion of Parcel 1, in the county of Orange, state of California, as said parcel is shown on the map filed in book 93, page 11 of Parcel Maps in the office of the County Recorder of said County, described as follows:

Beginning at a point on the northwesterly line of said Parcel 1, distant thereon N.30°40'47"E., 53.80 feet from the center line shown as Alt. Alignment for Crawford Canyon Road on said Parcel Map; thence S.27°53'07"E., 89.17 feet to a point normal to and 57.00 feet easterly from said center line; thence N.73°25'29"E., 20.00 feet to a point normal to and 77.00 feet easterly from said center line; thence N.27°53'07"W., 101.98 feet to a point normal to and 57.00 feet easterly from said center line; thence N.13°54'12"W., 3.77 feet to said northwesterly line of Parcel 1; thence S.30°40'47"W., 24.05 feet along said northwesterly line to the point of beginning.

All as more particularly shown on the map attached hereto and by reference made a part hereof.

Together with the right to excavate, fill, or regrade said Parcel 101.31; to enter upon, to pass and repass over and along said parcel; and to deposit tools, implements, and other materials thereon by said County, its officers, agents, and employees, and by persons under contract with it and their employees, whenever and wherever necessary for the purposes above set forth.

The easement herein granted shall become effective on March 13, 1979, and shall terminate on December 31, 1979.

NEWPORT WOODS DBA TRACY BUILDING CORP.

DATED June 6, 1979

By Thomas K. Tracy, President

Signed in the presence of

WOOD DEVELOPMENT CORP.

Subscribing Witness

By Roger C. Wool, President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF

On June 6, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

known to me to be the person whose name subscribed to the within instrument, and acknowledged that executed the same.

WITNESS my hand and official seal.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the County of Orange, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Orange, pursuant to authority conferred by resolution of the said Board of Supervisors adopted on November 4, 1975, and the grantee consents to recordation thereof by its duly authorized officer.

Dated

July 27, 1979

By

William E. Price

APPROVALS

Approved as to form by County Counsel on <u>October 1, 1959</u> <u>June 18, 1979</u> <u>Lawrence M. Watson</u>	
Description Compared By <u>Richard L. Acker</u>	

BK 13293 PG 1969

SUBSCRIBING WITNESS ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF _____ ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ personally known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says: That _____ resides in _____ County, and that _____ was present and saw _____

_____ personally known to _____ to be the same person _____ described in and whose name _____ subscribed to the within and annexed Instrument as _____ thereto, execute and deliver the same; and _____ acknowledged to said affiant that _____ executed the same; and that said affiant subscribed _____ name thereto as a Witness.

WITNESS my hand and official seal,

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF Orange ss.

On this 6th day of June, 19 79, before me, a Notary Public in and for said

County and State, personally appeared Roger E. Wood known to me

to be the XX President and XX

~~known to me to be the~~ XX Secretary of the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the said Corporation and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



OFFICIAL SEAL
CHRISTINE LYNN NEBLETT
Notary Public, California
ORANGE COUNTY

My Commission Expires Oct. 20, 1981

Christine Lynn Neblett

PARTNERSHIP ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF _____ ss.

On this _____ day of _____, 19 _____, before me, a Notary Public in and for

said County and State, personally appeared _____

_____ known to me to be the partner(s) of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

BK 13293 PG 1970

STATE OF CALIFORNIA

COUNTY OF Orange

On June 6, 1979

before me, the undersigned, a Notary Public in and for
said State, personally appeared Thomas K. Tracy

known to me to be the XX President, and XX

~~known to me to be the~~ XX Secretary of the corporation that executed the within instrument,

and known to me to be the person who executed the within

instrument on behalf of the corporation therein named, and ac-

knowledge to me that such corporation executed the within

instrument pursuant to its by-laws or a resolution of its board of

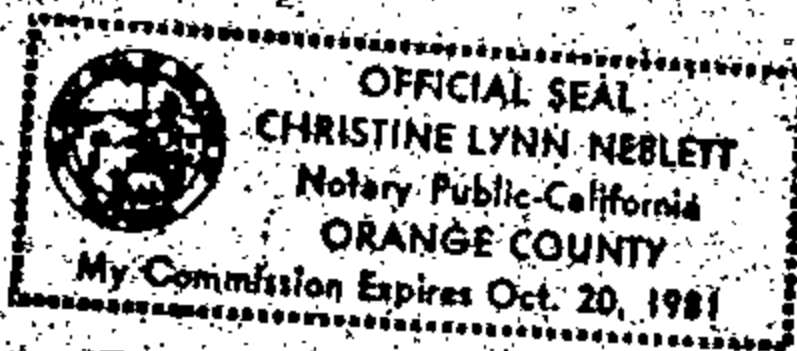
directors.

WITNESS my hand and official seal.

Signature

Christine Lynn Neblett

Christine Lynn Neblett
Name (Typed or Printed)



(This area for official notarial seal)