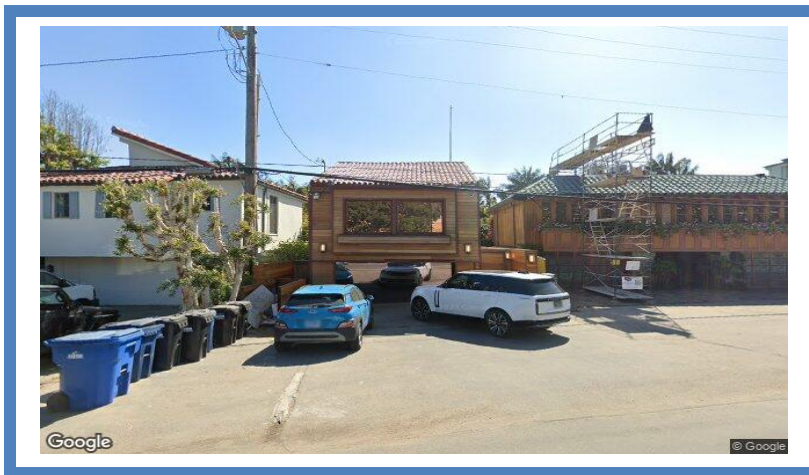




**Santa Barbara Office**  
3700 State Street, Suite 100  
Santa Barbara, CA 93105  
Ph: 805.879-9400

**Montecito Office**  
1284-B Coast Village Road  
Montecito, CA 93105  
Ph: 805-565-7800

**Commercial Services**  
3700 State Street, Suite 100  
Santa Barbara, CA 93105  
Ph: 805.879-9400



**Property Address**  
**23768 Malibu Rd**  
**Malibu, CA 90265**  
**Assessors Parcel No: 4458-006-025**

***“Strength, Expertise, Service”***

This title information has been provided free of charge by Fidelity National Title in conformance with the rules established by the California Insurance Commissioner, who urges you to shop for the best service available and compare charges and fees For Title Insurance and other services associated with the purchase or sale of a home. This information is provided as an accommodation only. The information contained herein is not a complete statement or representation of the status of title to the property in question and no assurances are made or liability assumed as to the accuracy thereof. If you wish protection against loss with the respect to the status of title, you should obtain a commitment, binder of policy of title insurance

# Property Detail Report

23768 Malibu Rd, Malibu, CA 90265-4603

APN: 4458-006-025

Los Angeles County Data as of: 07/09/2024

## Owner Information

Owner Name:	Harmonia Malibu LLC	Recent Sale:	\$16,550,000
Vesting:		Occupancy:	Absentee Owner
Mailing Address:	330 S Poplar Ave #103i, Pierre, SD 57501-2476		

## Location Information

Legal Description:	Land Of Matthew Keller In The Rancho Topanga Malibu Sequit Lot Com S 6 50 30" E 40 Ft From Engr Sta 923 + 24.44 In C/L Of Malibu Rd (Per O R 9434-338) Th S 83 0930" W 30.7 Ft Th S 5 2430" And Part Of Lot/Sec 3	County:	Los Angeles, CA		
APN:	4458-006-025	Alternate APN:		Census Tract / Block:	800504 / 1038
Munic / Twnshp:	West /Mal. Beaches N.	Twtnshp-Rng-Sec:		Legal Lot / Block:	3 /
Subdivision:	Topanga Malibu Sequit Rho	Tract #:		Legal Book / Page:	1 / 407
Neighborhood:	Malibu Road	School District:	Santa Monica-Malibu Unified School District	High School:	Malibu High School
Elementary School:	Webster Elementary...	Middle School:	Malibu High School		
Latitude:	34.0329	Longitude:	-118.69357		

## Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:	03/26/2024 / 05/31/2024	Price:	\$16,550,000	Transfer Doc #:	2024.354871
Buyer Name:	23768 MR LLC	Seller Name:	Harmonia Malibu LLC	Deed Type:	Receiver's Deed

## Last Market Sale

Sale / Rec Date:	03/26/2024 / 05/31/2024	Sale Price / Type:	\$16,550,000 / Full Value	Deed Type:	Receiver's Deed
Multi / Split Sale:	Y	Price / Sq. Ft.:	\$4,302	New Construction:	
1st Mtg Amt / Type:		1st Mtg Rate / Type:		1st Mtg Doc #:	N/A
2nd Mtg Amt / Type:		2nd Mtg Rate / Type:		Sale Doc #:	2024.354871
Seller Name:	Harmonia Malibu LLC			Title Company:	Fidelity National...
Lender:					

## Prior Sale Information

Sale / Rec Date:	02/27/2019 / 04/26/2019	Sale Price / Type:	\$19,100,000 /	Prior Deed Type:	Grant Deed
1st Mtg Amt / Type:	\$15,000,000 /	1st Mtg Rate / Type:	5.87 / Adj	Prior Sale Doc #:	2019.375316
Prior Lender:	Axos Bank				

## Property Characteristics

Gross Living Area:	3,847 Sq. Ft.	Total Rooms:	14	Year Built / Eff:	1974 / 1980
Living Area:	3,847 Sq. Ft.	Bedrooms:	3	Stories:	2
Total Adj. Area:		Baths (F / H):	4 /	Parking Type:	On Site
Above Grade:	3,847 Sq. Ft.	Pool:		Garage #:	1
Basement Area:		Fireplace:		Garage Area:	
Style:	Contemporary	Cooling:	Central	Porch Type:	
Foundation:		Heating:	Central	Patio Type:	
Quality:	Good	Exterior Wall:		Roof Type:	
Condition:		Construction Type:	Wood	Roof Material:	

## Site Information

Land Use:	SFR	Lot Area:	10,563 Sq. Ft.	Zoning:	LCR16000*
State Use:		Lot Width / Depth:	31 / 402	# of Buildings:	1
County Use:	0100 - Single Family Residence	Usable Lot:	10563	Res / Comm Units:	1 /
Site Influence:		Acres:	0.242	Water / Sewer Type:	
Flood Zone Code:	Ve	Flood Map #:	06037C1537G	Flood Map Date:	04/21/2021
Community Name:	City Of Malibu	Flood Panel #:	1537G	Inside SFHA:	True

## Tax Information

Assessed Year:	2023	Assessed Value:	\$20,425,447	Market Total Value:	
Tax Year:	2023	Land Value:	\$17,155,233	Market Land Value:	
Tax Area:	10-865	Improvement Value:	\$3,270,214	Market Imprv Value:	
Property Tax:	\$235,072.86	Improved %:	16.01%	Market Imprv %:	
Exemption:		Delinquent Year:			

# Transaction History Basic

23768 Malibu Rd, Malibu, CA 90265-4603

APN: 4458-006-025

Los Angeles County Data as of: 07/09/2024

## Current Owner: 23768 MR LLC

Vesting:  
2024 - Present

Date	Rec Date	Verified	Price	Type	Title Company	Buyer	Seller	Document #
03/26/2024	05/31/2024		\$16,550,000	Full Value	Fidelity National Title	23768 MR LLC	Harmonia Malibu LLC	2024.354871

## Prior Owner: Harmonia Malibu LLC

2019 - 2024

Date	Type	Verified	Amount	Borrower(s)	Lender	Loan Type	Type / Term	Rate	Document #
04/26/2019	Trust Deed/Mortgage		\$15,000,000	Harmonia Malibu LLC	Axos Bank		Adj / 30 Years	5.8700	2019.375317

Date	Rec Date	Verified	Price	Type	Title Company	Buyer	Seller	Document #
02/27/2019	04/26/2019		\$19,100,000		Priority Title Company	Harmonia Malibu LLC	Elizabeth S Luster Trust	2019.375316

## Prior Owner: Luster Elizabeth S

1996 - 2019

Date	Type	Verified	Amount	Borrower(s)	Lender	Loan Type	Type / Term	Rate	Document #
05/15/2013	Trust Deed/Mortgage	✓	\$695,000	Luster Elizabeth S	New Penn Fin'l LLC	Conventional	/ 30 Years		2013.728890
02/09/2012	Trust Deed/Mortgage		\$701,880	Luster Elizabeth S Trust	Cole Taylor Bank	Conventional	Fix /	390	2012.225312
09/22/2010	Trust Deed/Mortgage		\$705,000	Luster Elizabeth A	Homeservices Lending LLC	Conventional	Var /	438	2010.1343108
11/13/2002	Trust Deed/Mortgage		\$5,000	Luster TR	Morgan Stanley Dean Witter Cre	Conventional	Var /		2002.2735109
07/05/2000	Trust Deed/Mortgage		\$5,000	Luster Elizabeth S	Morgan Stanley Dean Witter Cre	Conventional	Var /		2000.1021656
04/26/1996	Trust Deed/Mortgage		\$1,000,000	Luster Elizabeth S	Bank of America	Conventional	Var /		1996.657728
03/25/1996	Trust Deed/Mortgage		\$1,000,000	Luster Elizabeth S	Luster Trust	Conventional	Fix /	705	

Date	Rec Date	Verified	Price	Type	Title Company	Buyer	Seller	Document #
03/18/1996	03/25/1996		\$2,600,000	Full Value	Stewart Title	Luster Elizabeth S	Ba Properties Inc	1996.467963

## Prior Owner: Ba Properties Inc

1995 - 1996

Date	Rec Date	Verified	Price	Type	Title Company	Buyer	Seller	Document #
11/10/1995	11/17/1995	✓	\$1,638,000			Ba Properties Inc	Guglielmo, Joseph	1995.1843758

# Sales Comparables

23768 Malibu Rd, Malibu, CA 90265-4603

APN: 4458-006-025

Los Angeles County Data as of: 07/09/2024

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**No sales comparables found for default criteria.**

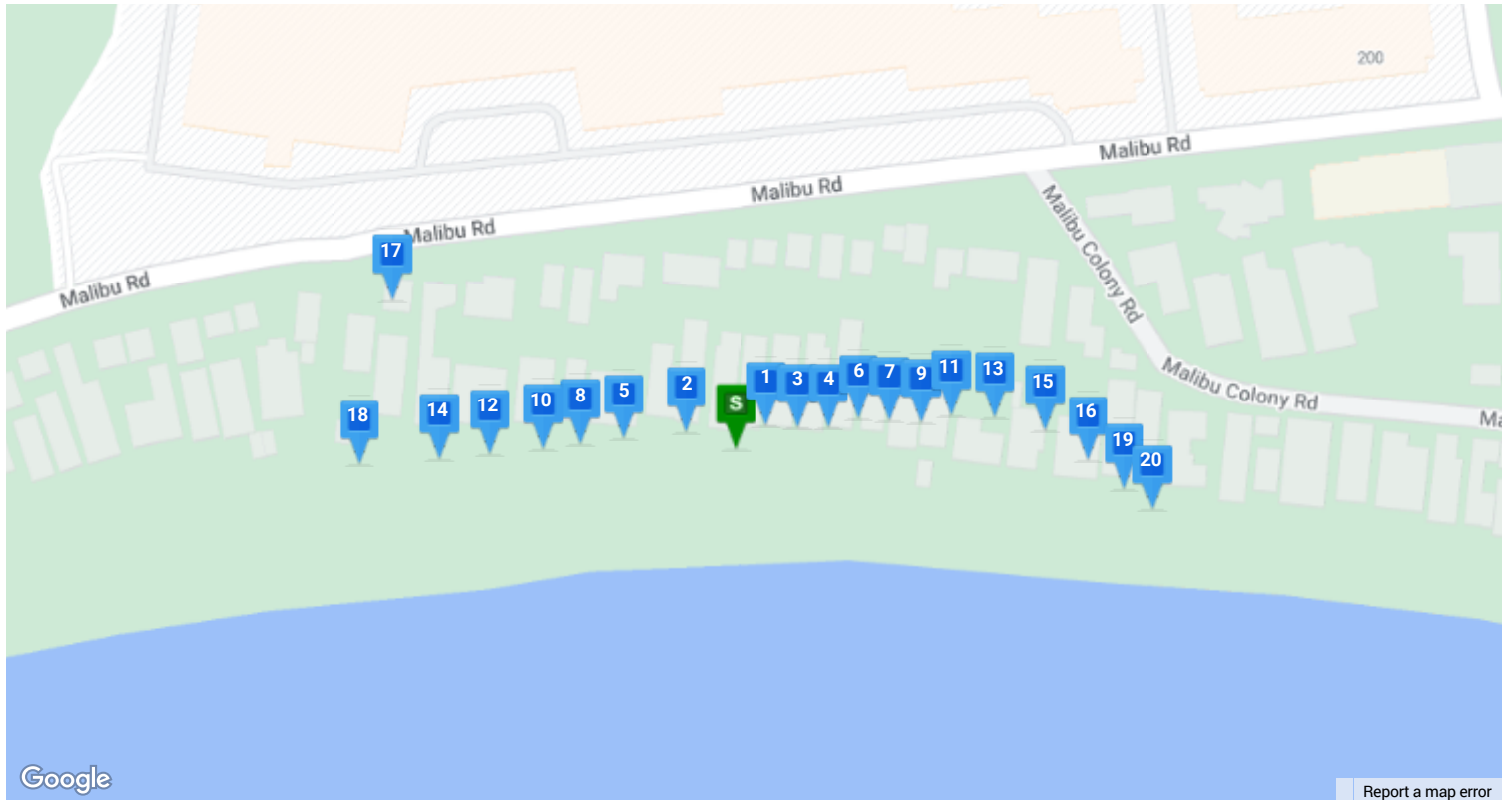
You may edit your criteria to locate comparables.

# Neighbors Report

23768 Malibu Rd, Malibu, CA 90265-4603

APN: 4458-006-025

Los Angeles County Data as of: 07/09/2024



Subject Property    Neighbors



**Subject Property**  
**23768 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Absentee Owner

Owner Name: 23768 MR LLC  
 Mailing Address: 330 S Poplar Ave #103i, Pierre, SD 57501-2476  
 APN: 4458-006-025

Sale / Rec Date: 03/26/2024 / 05/31/2024  
 Sale Price / Type: \$16,550,000 / Full Value  
 Land Use: SFR

Year Built / Eff: 1974 / 1980  
 Living Area: 3,847 Sq. Ft.  
 Lot Area: 10,563 Sq. Ft.  
 Bedrooms: 3  
 Baths (F / H): 4 /



**Neighbor 1 - 0.01 Miles From Subject**  
**23764 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Absentee Owner

Owner Name: 23764 Malibu Road LLC  
 Mailing Address: 11150 Santa Monica Blvd #600, Los Angeles, CA 90025-479  
 APN: 4458-006-026

Sale / Rec Date: 11/09/2019 / 09/24/2020  
 Sale Price / Type: \$3,410,000 /  
 Land Use: SFR

Year Built / Eff: 1989 / 1996  
 Living Area: 4,012 Sq. Ft.  
 Lot Area: 11,982 Sq. Ft.  
 Bedrooms: 3  
 Baths (F / H): 5 /



**Neighbor 2 - 0.01 Miles From Subject**  
**23800 Malibu Rd, Malibu, CA 90265-4604**  
 Occupancy: Owner Occupied

Year Built / Eff: 1965 / 1969  
 Living Area: 7,606 Sq. Ft.

Owner Name: Sanders Walter J  
 Mailing Address: 23800 Malibu Rd, Malibu, CA 90265-4604  
 APN: 4458-006-023

Sale / Rec Date:  
 Sale Price / Type:  
 Land Use: SFR

Lot Area: 25,334 Sq. Ft.  
 Bedrooms: 9  
 Baths (F / H): 10 /



**Neighbor 3 - 0.01 Miles From Subject**  
**23762 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Absentee Owner

Year Built / Eff: 1986 / 1986  
 Living Area: 4,631 Sq. Ft.

Owner Name: Kjm Malibu LLC  
 Mailing Address: 11150 Santa Monica Blvd #600, Los Angeles, CA 90025-479  
 APN: 4458-006-027

Sale / Rec Date: 01/07/2021 / 01/20/2021  
 Sale Price / Type: \$21,500,000 /  
 Land Use: SFR

Lot Area: 13,010 Sq. Ft.  
 Bedrooms: 3  
 Baths (F / H): 4 /



**Neighbor 4 - 0.02 Miles From Subject**  
**23758 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Absentee Owner

Year Built / Eff: 1982 / 1998  
 Living Area: 3,019 Sq. Ft.

Owner Name: Bernstein Howard TR / Gold Stanley TR Gold Trust  
 Mailing Address: 3500 W Olive Ave #700, Burbank, CA 91505-5503  
 APN: 4458-006-028

Sale / Rec Date:  
 Sale Price / Type:  
 Land Use: SFR

Lot Area: 11,554 Sq. Ft.  
 Bedrooms: 3  
 Baths (F / H): 4 /



**Neighbor 5 - 0.02 Miles From Subject**  
**23808 Malibu Rd, Malibu, CA 90265-4604**  
 Occupancy: Absentee Owner

Year Built / Eff: 1998 / 1998  
 Living Area: 3,945 Sq. Ft.

Owner Name: 23808 Malibu RD LLC  
 Mailing Address: 8605 Santa Monica Blvd #30736, West Hollywood, CA 90069-4109  
 APN: 4458-006-022

Sale / Rec Date: 12/28/2020 / 12/31/2020  
 Sale Price / Type: \$39,550,000 /  
 Land Use: SFR

Lot Area: 21,718 Sq. Ft.  
 Bedrooms: 4  
 Baths (F / H): 4 /



**Neighbor 6 - 0.02 Miles From Subject**  
**23754 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Owner Occupied

Year Built / Eff: 1988 / 1988  
 Living Area: 3,857 Sq. Ft.

Owner Name: Michael S Weinstock Trust / Weinstock Michael S TR  
 Mailing Address: 23754 Malibu Rd, Malibu, CA 90265-4603  
 APN: 4458-006-029

Sale / Rec Date:  
 Sale Price / Type:  
 Land Use: SFR

Lot Area: 11,974 Sq. Ft.  
 Bedrooms: 4  
 Baths (F / H): 4 /



**Neighbor 7 - 0.03 Miles From Subject**  
**23752 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Absentee Owner

Year Built / Eff: 1973 / 1973  
 Living Area: 3,114 Sq. Ft.

Owner Name: Alan Pivo Cohen Pivo & Co / Oceanside Properties Inc  
 Mailing Address: 9171 Wilshire Blvd #400, Beverly Hills, CA 90210-5516  
 APN: 4458-006-030

Sale / Rec Date:  
 Sale Price / Type:  
 Land Use: SFR

Lot Area: 13,169 Sq. Ft.  
 Bedrooms: 4  
 Baths (F / H): 4 /



**Neighbor 8 - 0.03 Miles From Subject**  
**23812 Malibu Rd, Malibu, CA 90265-4604**  
 Occupancy: Absentee Owner

Year Built / Eff: 2012 / 2012  
 Living Area: 4,551 Sq. Ft.

Owner Name: Blake Lindsley Trust / Williams John D  
 Mailing Address: 6615 E Pacific Coast Hwy #150, Long Beach, CA 90803-4222  
 APN: 4458-007-028

Sale / Rec Date:  
 Sale Price / Type:

Lot Area: 10,783 Sq. Ft.  
 Bedrooms: 5

Land Use: SFR

Baths (F / H): 7 /



**Neighbor 9 - 0.04 Miles From Subject**  
**23750 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Absentee Owner

Year Built / Eff: 1974 / 1994  
 Living Area: 5,627 Sq. Ft.

Owner Name: Malibu Property Trust / Miller Peter A TR  
 Mailing Address: 200 Park Ave, New York, NY 10166-5  
 APN: 4458-006-031

Sale / Rec Date: 08/20/2010 / 09/15/2010  
 Sale Price / Type: \$30,000,000 / Full Value  
 Land Use: SFR

Lot Area: 12,870 Sq. Ft.  
 Bedrooms: 4  
 Baths (F / H): 5 /



**Neighbor 10 - 0.04 Miles From Subject**  
**23816 Malibu Rd, Malibu, CA 90265-4604**  
 Occupancy: Absentee Owner

Year Built / Eff: 1930 / 1960  
 Living Area: 2,716 Sq. Ft.

Owner Name: Cohn Enza  
 Mailing Address: 1880 Century Park #1600, Los Angeles, CA 90067-1661  
 APN: 4458-007-027

Sale / Rec Date: 03/01/2023 / 04/07/2023  
 Sale Price / Type: \$37,500,000 / Full Value

Lot Area: 16,658 Sq. Ft.  
 Bedrooms: 2

Land Use: SFR

Baths (F / H): 3 /



**Neighbor 11 - 0.04 Miles From Subject**  
**23746 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Absentee Owner

Year Built / Eff: 1927 / 1970  
 Living Area: 2,167 Sq. Ft.

Owner Name: Capricorn West Coast LLC  
 Mailing Address: 1325 Avenue Of The Americas #23, New York, NY 10019-6026  
 APN: 4458-006-032

Sale / Rec Date:  
 Sale Price / Type:

Lot Area: 11,741 Sq. Ft.  
 Bedrooms: 4

Land Use: SFR

Baths (F / H): 3 /



**Neighbor 12 - 0.05 Miles From Subject**  
**23822 Malibu Rd, Malibu, CA 90265-4604**  
 Occupancy: Owner Occupied

Year Built / Eff: 1990 / 1990  
 Living Area: 7,141 Sq. Ft.

Owner Name: Bernard & Rena Shapiro Trust / Shapiro Rena TR  
 Mailing Address: 5068 Calvin Ave, Tarzana, CA 91356-4442  
 APN: 4458-007-026

Sale / Rec Date: / 01/10/1990  
 Sale Price / Type:  
 Land Use: SFR

Lot Area: 22,835 Sq. Ft.  
 Bedrooms: 4  
 Baths (F / H): 7 /



**Neighbor 13 - 0.05 Miles From Subject**  
**23740 Malibu Rd, Malibu, CA 90265-4603**  
 Occupancy: Absentee Owner

Year Built / Eff: 1928 / 1988  
 Living Area: 3,284 Sq. Ft.

Owner Name: Sterling Family Trust / Sterling Rochelle H TR  
 Mailing Address: 9441 Wilshire Blvd, Beverly Hills, CA 90212-2808  
 APN: 4458-006-033

Sale / Rec Date: / 12/18/1975  
 Sale Price / Type: \$205,002 /

Lot Area: 24,361 Sq. Ft.  
 Bedrooms: 5

Land Use: SFR

Baths (F / H): 4 /



**Neighbor 14 - 0.06 Miles From Subject**  
**23826 Malibu Rd, Malibu, CA 90265-4604**  
 Occupancy: Absentee Owner

Year Built / Eff: 1975 / 1980  
 Living Area: 3,009 Sq. Ft.

Owner Name: 17406 Los Alimos LLC  
 Mailing Address: 1000 Royal Ct #1307, New Hyde Park, NY  
 11040-2616  
 APN: 4458-007-025

Sale / Rec Date: 09/28/2012 / 10/23/2012  
 Sale Price / Type: \$18,000,000 / Full Value  
 Land Use: SFR

Lot Area: 14,757 Sq. Ft.  
 Bedrooms: 4  
 Baths (F / H): 3 /



**Neighbor 15 - 0.06 Miles From Subject**  
**23736 Malibu Colony Rd, Malibu, CA 90265-6629**  
 Occupancy: Owner Occupied

Year Built / Eff: 1927 / 1955  
 Living Area: 2,633 Sq. Ft.

Owner Name: Nachmi LLC  
 Mailing Address: 23736 Malibu Colony Rd, Malibu, CA 90265-  
 6629  
 APN: 4458-006-034

Sale / Rec Date: 12/13/2013 / 12/26/2013  
 Sale Price / Type: \$17,350,000 / Full Value  
 Land Use: SFR

Lot Area: 17,672 Sq. Ft.  
 Bedrooms: 4  
 Baths (F / H): 4 /



**Neighbor 16 - 0.07 Miles From Subject**  
**23730 Malibu Colony Rd, Malibu, CA 90265-6629**  
 Occupancy: Absentee Owner

Year Built / Eff: 1927 / 1957  
 Living Area: 5,549 Sq. Ft.

Owner Name: Sumner Gordon M / Sumner Trudie S  
 Mailing Address: 250 W 57th St #11, New York, NY 10107-1  
 APN: 4458-006-035

Sale / Rec Date:  
 Sale Price / Type:  
 Land Use: SFR

Lot Area: 16,147 Sq. Ft.  
 Bedrooms: 5  
 Baths (F / H): 5 /



**Neighbor 17 - 0.07 Miles From Subject**  
**23832 Malibu Rd, Malibu, CA 90265-4604**  
 Occupancy: Absentee Owner

Year Built / Eff: 1927 / 1970  
 Living Area: 2,522 Sq. Ft.

Owner Name: Erika Glazer Trust / Glazer Erika TR  
 Mailing Address: 9663 Santa Monica Blvd #212, Beverly Hills,  
 CA 90210-4303  
 APN: 4458-007-024

Sale / Rec Date: 05/17/2010 / 05/20/2010  
 Sale Price / Type: \$12,250,000 / Full Value  
 Land Use: SFR

Lot Area: 15,048 Sq. Ft.  
 Bedrooms: 5  
 Baths (F / H): 3 /



**Neighbor 18 - 0.07 Miles From Subject**  
**23834 Malibu Rd, Malibu, CA 90265-4604**  
 Occupancy: Owner Occupied

Year Built / Eff: 1956 / 1965  
 Living Area: 2,258 Sq. Ft.

Owner Name: Alan L Specht Trust / Specht Alan L TR  
 Mailing Address: 23834 Malibu Rd, Malibu, CA 90265-4604  
 APN: 4458-007-023

Sale / Rec Date: / 08/17/1984  
 Sale Price / Type: \$1,100,000 /  
 Land Use: SFR

Lot Area: 11,588 Sq. Ft.  
 Bedrooms: 2  
 Baths (F / H): 3 /



**Neighbor 19 - 0.08 Miles From Subject**  
**23720 Malibu Colony Rd, Malibu, CA 90265-6629**  
 Occupancy: Absentee Owner

Year Built / Eff: 1983 / 1990  
 Living Area: 3,068 Sq. Ft.

Owner Name: Bell Lauralee K TR / Lauralee K Bell Trust  
 Mailing Address: 23720 Malibu Colony Rd #27, Malibu, CA  
 90265-6629  
 APN: 4458-006-036

Sale / Rec Date: / 02/14/1996  
 Sale Price / Type:  
 Land Use: SFR

Lot Area: 8,554 Sq. Ft.  
 Bedrooms: 2  
 Baths (F / H): 3 /



**Neighbor 20 - 0.08 Miles From Subject**  
**23716 Malibu Colony Rd, Malibu, CA 90265-6629**  
 Occupancy: Owner Occupied

Year Built / Eff: 1930 / 1960  
 Living Area: 2,227 Sq. Ft.

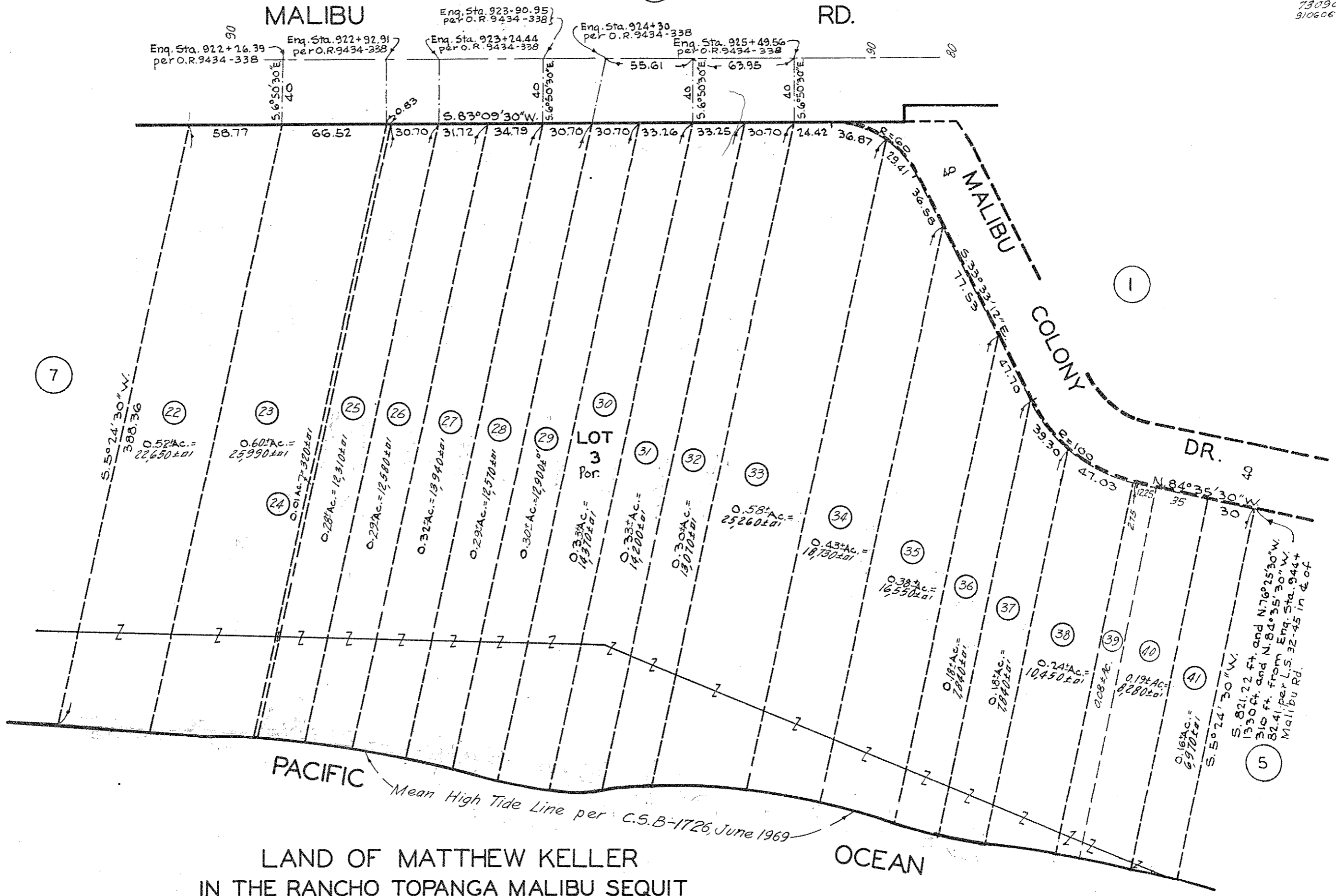
Owner Name:	Wolk Family Trust / Wolk Roger S & Marilyn S Trs	Sale / Rec Date:	Lot Area:	7,341 Sq. Ft.
Mailing Address:	23716 Malibu Colony Rd, Malibu, CA 90265-6629	Sale Price / Type:	Bedrooms:	5
APN:	4458-006-037	Land Use:	Baths (F / H):	4 /

---

**Disclaimer:** This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

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1992



LAND OF MATTHEW KELLER  
 IN THE RANCHO TOPANGA MALIBU SEQUIT  
 R.F. 534

CODE 10865

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**20240354871**



Pages:  
0005

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

05/31/24 AT 08:00AM

FEES:	31.00
TAXES:	18,205.00
OTHER:	0.00
<hr/>	
PAID:	18,236.00



LEADSHEET



202405310140030

00024496547



014710435

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

30112707-BB-01

**Recording Requested by  
Fidelity National Title**

**AND WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:**

23768 MR LLC  
c/o Perry, Neidorf & Grassl, LLP  
Attn: Michael Neidorf  
11400 W. Olympic Blvd., Suite 590  
Los Angeles, California 90064

TITLE ORDER NO. **30112707-BB** ESCROW OR LOAN NO.

---

**COURT-APPOINTED RECEIVER'S DEED**

---

THE UNDERSIGNED "GRANTOR" DECLARES:  
The City of Malibu

DOCUMENTARY TRANSFER TAX is \$ 18,205.00 and any CITY TAX is \$ 0.00  
 computed on full value of Property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale, and

BY THIS INSTRUMENT DATED March 26, 2024, for valuable consideration, in accordance with California law, after notice, and pursuant to the Court's orders dated March 21, 2023, issued by the Superior Court of the State of California for the County of Los Angeles, East District, and recorded in the official records of the Los Angeles County Recorder on March 24, 2023, as instrument number 20230191075, the "Grantor": **HARMONIA MALIBU LLC, a California limited liability company**, by and through STEPHEN J. DONELL, solely and exclusively in his capacity as State Court Appointed Receiver ("**Receiver**") in the matter of *Elizabeth Taylor, etc. v. Alkiviades David, etc., et al.* ("**Action**"), Superior Court of the State of California, County of Los Angeles, East District ("**Court**") as Case No. BC649025, acting in such capacity and not individually, hereby asserts that the Grantor has not previously conveyed the Property as described in Exhibit "A," attached hereto, and subject to matters of public record does hereby sell, assign, transfer and convey all right, title and interest to the Property held by the Receiver in the Action

TO: **23768 MR LLC, a California limited liability company** ("Grantee"),

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN

Commonly described as: 23768 Malibu Road, Malibu, CA 92065

APN 1: 4458-006-025  
APN 2: 4458-006-024



## EXHIBIT A

### LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1, APN: 4458-006-025:

A Parcel of land, being a part of Rancho Topanga Malibu Sequit, as per map thereof recorded in Book 1 of Patents, Pages 414 to 416, inclusive, of records of said County, particularly described as follows: Commencing at engineer's center line Station 944 plus 81.47 in a tangent bearing South 83° 09' 30" West of the 80 foot strip of land at described in the Final Order of Condemnation in Superior Court Case No. 135650, a certified copy of said final order being recorded in Book 9434, Page 338, Official Records of said County; said centerline station being South 0° 40' 42" East 4183.75 feet from a 12 inch by 12 inch Sandstone Monument, marked TM No. 4 in the root of a 54 inch Sycamore at North boundary corner of said Rancho, described on County Surveyor's Map 9207, Records of said County; thence along the center line of said 80 foot strip of land South 83° 0' 30" West, 2157.03 feet to Engineer's Station 923 plus 24.44; thence South 6° 50' 30" East 40 feet to a point in the Southerly line of said 80 foot strip of land being the true point of beginning; thence along said Southerly line of said 80 foot strip, South 83° 09' 30" West 30.70 feet to a point; thence South 5° 21' 30" West 394 feet, more or less to the Ordinary High Tide of the Pacific Ocean; thence Easterly along said Ordinary High Tide line, 30 feet, more or less, to the intersection of said tide line and that line which bears South 3° 34' 30" West from the true point of beginning; thence North 5° 24' 30" East, 397 feet, more or less, to the point of beginning.

Except all minerals, oil, petroleum, asphaltum, gas, coal and other hydrocarbon substances contained in, on, within and under said land and every part thereof, as contained in deed from Marblehead Land Company, recorded in Book 14976, Page 264, Official Records. Except any portion of said land which at any time was tide or submerged land and became upland by other than from natural causes. Also except any portion of said land lying outside of the patent lines of the Rancho Topanga Malibu Sequit, as such lines existed at the time of the issuance of patent, which was not formed by the deposit of alluvium from natural causes and by imperceptible degrees.

Parcel 2: APN: 4458-006-024

A Parcel of land being a part of Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 1, of Patents, Pages 414 to 416, inclusive, of Maps, particularly described as follows: Beginning at the Northwest corner of the land described in the deed from Marblehead Land Company to Phyllis H. Staley, a married woman, recorded in Book 14976, Page 264, Official Records; thence South 5° 24' 30" West 394 feet, more or less to the ordinary high tide line of the Pacific Ocean; said point being the Southwest corner of the land described in the deed from Marblehead Land Company to Phyllis H. Staley, a married woman, recorded in Book 14976 Page 264, Official Records; thence West to a point, said point being the Southeast corner of the land described in the deed from Marblehead Company to Lester Cohen, a married man as his

sole and separate property, recorded in Book 18376 Page 142, Official Records; thence 83° 09' 30" East to a point, said point being the point of beginning. Except all minerals, oil, petroleum, asphaltum, gas, coal and other hydrocarbon substances contained in, on, within and under said land and every part thereof, as contained in deed from Marblehead Land Company, recorded in Book 14976, Page 264, Official Records.

Except any portion of said land which at any time was tide or submerged land and became upland by other than from natural causes. Also except any portion of said land lying outside of the patent lines of the Rancho Topanga Malibu Sequit, as such lines existed at the time of the issuance of patent, which was not formed by the deposit of alluvium from natural causes and by imperceptible degrees.

Said Parcels 1 and 2 above described are made pursuant to that certain certificate of Compliance no. Cc 20390, recorded April 24, 1981 as instrument no. 81-414322, Official Records.

Assessor's Parcel Numbers(s):

1: 4458-006-025

2: 4458-006-024

This page is part of your document - DO NOT DISCARD



**20190375317**



Pages:  
0030

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

04/26/19 AT 08:00AM

FEES:	111.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	111.00



LEADSHEET



201904260220028

00016539001



009781989

SEQ:  
02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E48 86779

RECORDING REQUESTED BY

Priority Title

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME Axos Bank

STREET ADDRESS

9205 West Russell Rd., Suite 400, Mail Stop 860

CITY, STATE & ZIP CODE

Las Vegas, Nevada 89148

SPACE ABOVE FOR RECORDER'S USE ONLY

DEED OF TRUST

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (\$3.00 Additional Recording Fee Applies)

**PRIORITY TITLE**

86779

Recording Requested By:  
AXOS BANK

**And After Recording Return To:**

AXOS BANK, ATTN: LOAN  
SERVICING  
9205 WEST RUSSELL RD., SUITE 400, MAIL STOP 860  
LAS VEGAS, NEVADA 89148  
Loan Number: 70221353

[Space Above This Line For Recording Data]

4458-006-025  
4458-006-024

**DEED OF TRUST**

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 23, 2019, together with all Riders to this document.

(B) "Borrower" is HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
LLC'S ADDRESS IS 330 SOUTH POPLAR AVENUE, SUITE 103-I, PIERRE, SD 57501

Borrower is the trustor under this Security Instrument.

(C) "Lender" is AXOS BANK

Lender is a FEDERALLY CHARTERED SAVINGS BANK organized  
and existing under the laws of UNITED STATES  
Lender's address is 4350 LA JOLLA VILLAGE DRIVE, 140, SAN DIEGO, CALIFORNIA 92122

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is STEWART TITLE GUARANTY COMPANY  
1980 POST OAK BLVD., SUITE 710, TX

(E) "Note" means the promissory note signed by Borrower and dated APRIL 22, 2019  
The Note states that Borrower owes Lender FIFTEEN MILLION AND 00/100  
Dollars (U.S. \$ 15,000,000.00 )

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2049

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Biweekly Payment Rider  |
| <input checked="" type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Second Home Rider   |
| <input type="checkbox"/> Condominium Rider                | <input checked="" type="checkbox"/> Other(s) [specify] Accommodation Rider, Prepayment Rider to Sec/Int. |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
A.P.N.: 4458-006-025, 4458-006-024

which currently has the address of 23768 MALIBU ROAD

MALIBU, California 90265 ("Property Address"):  
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of

its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying

the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether

or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires

otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action

required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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[Space Below This Line For Acknowledgment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~CALIFORNIA~~ <sup>SD</sup> South Dakota )

County of ~~LOS ANGELES~~ <sup>DA</sup> Hughes )

On April 24, 2019 before me, Danielle R. Keeton, Notary Public  
Date Here Insert Name and Title of the Notarizing Officer

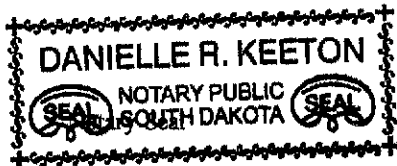
personally appeared BRIDGEFORD TRUST COMPANY, LLC, TRUSTEE OF THE HARMONIA TRUST  
D, DATED FEB 5, 2019 BY: DOUG MIKKONEN ITS VICE PRESIDENT, COMPLIANCE  
OFFICER, TRUST ADMINISTRATOR

Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ <sup>South Dakota</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Danielle R. Keeton  
Signature of Notary Public

My Commission Expires  
April 25, 2023

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of South Dakota

County of Hughes

On April 24, 2019 before me, Danielle R. Keeton

A Notary Public personally appeared Doug Mikkonen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ South Dakota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Danielle R. Keeton

My Commission Expires  
April 25, 2023



**Exhibit "A"**

**Legal Description**

A.P.N.: 4458-006-025 + 4458-006-024

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

**PARCEL 1:**

A PARCEL OF LAND, BEING A PART OF RANCHO TOPANGA MALIBU SEQUIT, AS PER MAP THEREOF RECORDED IN BOOK 1 OF PATENTS, PAGES 414 TO 416, INCLUSIVE, OF RECORDS OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT ENGINEER'S CENTER LINE STATION 944 PLUS 81.47 IN A TANGENT BEARING SOUTH 83° 09' 30" WEST OF THE 80 FOOT STRIP OF LAND AT DESCRIBED IN THE FINAL ORDER OF CONDEMNATION IN SUPERIOR COURT CASE NO. 135650, A CERTIFIED COPY OF SAID FINAL ORDER BEING RECORDED IN BOOK 9434, PAGE 338, OFFICIAL RECORDS OF SAID COUNTY; SAID CENTERLINE STATION BEING SOUTH 0° 40' 42" EAST 4183.75 FEET FROM A 12 INCH BY 12 INCH SANDSTONE MONUMENT, MARKED TM NO. 4 IN THE ROOT OF A 54 INCH SYCAMORE AT NORTH BOUNDARY CORNER OF SAID RANCHO, DESCRIBED ON COUNTY SURVEYOR'S MAP 9207, RECORDS OF SAID COUNTY; THENCE ALONG THE CENTER LINE OF SAID 80 FOOT STRIP OF LAND SOUTH 83° 0' 30" WEST, 2157.03 FEET TO ENGINEER'S STATION 923 PLUS 24.44; THENCE SOUTH 6° 50' 30" EAST 40 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID 80 FOOT STRIP OF LAND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE OF SAID 80 FOOT STRIP, SOUTH 83° 09' 30" WEST 30.70 FEET TO A POINT; THENCE SOUTH 5° 21' 30" WEST 394 FEET, MORE OR LESS TO THE ORDINARY HIGH TIDE OF THE PACIFIC OCEAN; THENCE EASTERLY ALONG SAID ORDINARY HIGH TIDE LINE, 30 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID TIDE LINE AND THAT LINE WHICH BEARS SOUTH 3° 34' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 5° 24' 30" EAST, 397 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN, ON, WITHIN AND UNDER SAID LAND AND EVERY PART THEREOF, AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, RECORDED IN BOOK 14976, PAGE 264, OFFICIAL RECORDS.

EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE OR SUBMERGED LAND AND BECAME UPLAND BY OTHER THAN FROM NATURAL CAUSES.

ALSO EXCEPT ANY PORTION OF SAID LAND LYING OUTSIDE OF THE PATENT LINES OF THE RANCHO TOPANGA MALIBU SEQUIT, AS SUCH LINES EXISTED AT THE TIME OF THE ISSUANCE OF PATENT, WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVIUM FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

**PARCEL 2:**

A PARCEL OF LAND BEING A PART OF RANCHO TOPANGA MALIBU SEQUIT, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, OF PATENTS,

PAGES 414 TO 416, INCLUSIVE, OF MAPS, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED FROM MARBLEHEAD LAND COMPANY TO PHYLLIS H. STALEY, A MARRIED WOMAN, RECORDED IN BOOK 14976, PAGE 264, OFFICIAL RECORDS; THENCE SOUTH 5° 24' 30" WEST 394 FEET, MORE OR LESS TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; SAID POINT BEING THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED FROM MARBLEHEAD LAND COMPANY TO PHYLLIS H. STALEY, A MARRIED WOMAN, RECORDED IN BOOK 14976 PAGE 264, OFFICIAL RECORDS; THENCE WEST TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED FROM MARBLEHEAD COMPANY TO LESTER COHEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, RECORDED IN BOOK 18376 PAGE 142, OFFICIAL RECORDS; THENCE 83° 09' 30" EAST TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN, ON, WITHIN AND UNDER SAID LAND AND EVERY PART THEREOF, AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, RECORDED IN BOOK 14976, PAGE 264, OFFICIAL RECORDS.

EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE OR SUBMERGED LAND AND BECAME UPLAND BY OTHER THAN FROM NATURAL CAUSES.

ALSO EXCEPT ANY PORTION OF SAID LAND LYING OUTSIDE OF THE PATENT LINES OF THE RANCHO TOPANGA MALIBU SEQUIT, AS SUCH LINES EXISTED AT THE TIME OF THE ISSUANCE OF PATENT, WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVIUM FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

# ACCOMMODATION RIDER

Loan Number: 70221353

THIS ACCOMMODATION RIDER is made this 23rd day of APRIL, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure Borrower's Promissory Note (the "Note") to AXOS BANK, A FEDERALLY CHARTERED SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23768 MALIBU ROAD, MALIBU, CALIFORNIA 90265

[Property Address]

Mortgagor acknowledges it is a LLC and any reference in [Trust/LLC/Partnership/Corporation]

Mortgage, Deed of Trust or Security Deed to an individual or borrower shall mean the LLC [Trust/LLC/Partnership/Corporation]

**ADDITIONAL COVENANTS:** In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree as follows:

In exchange for a valuable and sufficient consideration, Mortgagors are executing the Security Instrument and this Accommodation Rider to secure the above described Note. The Undersigned Mortgagors, without affecting Lender's rights hereunder or the lien hereof, waives any right of notice or demand in the event Lender, pursuant to the Note and this Security Instrument and any amendments thereto: (a) renews, extends, accelerates or otherwise changes the terms of the indebtedness or any part thereof, including increases or decreases of the rate of interest thereon; (b) takes and holds additional security for the payment of the indebtedness guaranteed, and exchanges, enforces, waives and releases any security; (c) applies such security and directs the order or manner of sale thereof as Lender in its discretion may determine; and (d) releases or substitutes any one or more endorsers or guarantors. Lender may without notice assign this Security Instrument in whole or in part.

**ACCOMMODATION:** The Security Instrument secures a Promissory Note executed by collectively ("Borrower"), in favor of the Lender thereunder. Mortgagor is executing this Accommodation Rider as an accommodation to Borrower and thereafter agrees as follows:


the borrower defined therein [such Promissory Note, having been made of the date hereof in the principal amount fifteen million and 00/100 Dollars (\$15,000,000.00), bearing MIN# 1007359-0003417358-4 and Loan # 700221353

Mortgagor waives any right to require Lender to: (a) proceed against Borrower; (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Lender's power whatsoever. Lender may, at its election, foreclose upon any such security by judicial or non-judicial sale, without affecting or impairing in any way the liability of Mortgagor hereunder except to the extent the indebtedness

has been paid, and Mortgagor waives any defense arising out of the absence, impairment or loss of any right or remedy of Mortgagor against Borrower, or any such security, whether resulting from such election by Lender or otherwise. Mortgagor waives any defense arising by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Lender shall have been paid in full, even though such indebtedness is in excess of Mortgagor's liability hereunder, Mortgagor shall have no right of subrogation, and waives any right to enforce and remedy which Lender now has or may hereafter have against Borrower and waives any benefit of, and any right to participate in any security now or hereafter held by Lender. Mortgagor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of the Security Instrument and of the existence, creation or incurring of new or additional indebtedness. Mortgagor assumes the responsibility for being and keeping himself informed of the financial condition of Borrower and of all other circumstances bearing upon the risk of nonpayment of the indebtedness which diligent inquiry would reveal, and agree that absent a request for such information by Mortgagor, Lender shall have no duty to advise Mortgagor of information know to it regarding such condition or any such circumstances.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Accommodation Rider.

HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

  
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(Seal)  
BRIDGEFORD TRUST COMPANY, -Borrower  
LLC, TRUSTEE OF THE HARMONIA TRUST D,  
DATED FEB 5, 2019  
BY: DOUG MIKKONEN  
ITS VICE PRESIDENT, COMPLIANCE  
OFFICER, TRUST ADMINISTRATOR

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-Borrower

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(Seal)  
-Borrower

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-Borrower

## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 23<sup>rd</sup> day of APRIL, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AXOS BANK, A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

23768 MALIBU ROAD, MALIBU, CALIFORNIA 90265  
[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.


Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default

or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this I-4 Family Rider.

HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

  
\_\_\_\_\_  
BRIDGEFORD TRUST COMPANY, LLC, -Borrower  
TRUSTEE OF THE HARMONIA TRUST  
D, DATED FEB 5, 2019  
BY: DOUG MIKKONEN  
ITS VICE PRESIDENT, COMPLIANCE  
OFFICER, TRUST ADMINISTRATOR

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(Seal)  
-Borrower

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-Borrower

**FIXED/ADJUSTABLE RATE RIDER**  
**LIBOR One-Year Index (As Published In *The Wall Street Journal*) -**  
**Five-Year Interest Only Period**

THIS FIXED/ADJUSTABLE RATE RIDER is made this 23<sup>rd</sup> day of APRIL, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to AXOS BANK, A FEDERALLY CHARTERED SAVINGS BANK ("Lender") of the same date and covering the property described in the Security Instrument and located at:

23768 MALIBU ROAD, MALIBU, CALIFORNIA 90265  
[Property Address]

**THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 5.875 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1<sup>st</sup> day of MAY, 2024, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 250/1000 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.875 % or less than 5.875 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 2 percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 % or less than 5.875 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**(G) Date of First Principal and Interest Payment**

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 5th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

## **B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.


If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

  
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(Seal)  
BRIDGEFORD TRUST COMPANY, -Borrower  
LLC, TRUSTEE OF THE HARMONIA TRUST D,  
DATED FEB 5, 2019  
BY: DOUG MIKKONEN  
ITS VICE PRESIDENT, COMPLIANCE  
OFFICER, TRUST ADMINISTRATOR

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-Borrower

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## PREPAYMENT RIDER

Loan Number: 70221353

Date: APRIL 23, 2019

Borrower(s): HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

THIS PREPAYMENT RIDER (the "Rider") is made this 23rd day of APRIL, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of AXOS BANK, A FEDERALLY CHARTERED SAVINGS BANK

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

23768 MALIBU ROAD, MALIBU, CALIFORNIA 90265

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

#### 5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.


If the Note contains provisions for a variable interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase. If this Note provides for a variable interest rate or finance charge, and the interest rate or finance charge at any time exceeds the legal limit under

which a Prepayment penalty is allowed, then the Note Holder's right to assess a Prepayment penalty will be determined under applicable law.

If within EIGHTEEN ( 18 ) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX ( 6 ) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

  
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(Seal)  
BRIDGEFORD TRUST COMPANY, -Borrower  
LLC, TRUSTEE OF THE HARMONIA TRUST D,  
DATED FEB 5, 2019  
BY: DOUG MIKKONEN  
ITS VICE PRESIDENT, COMPLIANCE  
OFFICER, TRUST ADMINISTRATOR

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