

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

VAN AMBATIELOS  
PRESIDENT

E. FELICIA BRANNON  
VICE PRESIDENT

JOSELYN GEAGA-ROSENTHAL  
GEORGE HOVAGUIMIAN  
JAVIER NUNEZ

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

FRANK M. BUSH  
GENERAL MANAGER

OSAMA YOUNAN, P.E.  
EXECUTIVE OFFICER

October 13, 2017

Council District: # 4

Honorable Council of the City of Los Angeles  
Room 395, City Hall

JOB ADDRESS: **2450 NORTH SOLAR DRIVE, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5571-025-042**  
RE :INVOICE # 716599-7, # 716600-4

On February 28, 2016 pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Department of Building and Safety (the "Department") investigated and identified code violations at **2450 North Solar Dr, Los Angeles California**, (the "Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Following the Department's investigation an order or orders to comply were issued to the property owner and all interested parties. Pursuant to Section 98.0411(a) the order warned that "a proposed noncompliance fee may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or slight modification is filed within 15 days after the compliance date." The owners failed to comply within the time prescribed by ordinance.

In addition, pursuant to Section 98.0421, the property owner was issued an order January 29, 2016 to pay a code violation inspection fee after violations were identified and verified upon inspection. The non-compliance and code violation inspection fees imposed by the Department are as follows:

<u>Description</u>	<u>Amount</u>
Code Violation Investigation Fee	\$ 336.00
System Development Surcharge Fee	20.16
System Development Surcharge Late Fee	50.40
Non-Compliance Code Enforcement Fee	660.00
Late Charge/Collection Fee (250%)	2,490.00
Accumulated Interest (1%/month)	99.53
Title Report Fee	42.00
<b>Grand Total</b>	<b>\$ 3,698.09</b>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed a lien for a total sum of **\$3,698.09** recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "City Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that the City Council instruct the Department to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$3,698.09** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

  
Steve Ongele  
Chief, Resource Management Bureau

ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by  
City Council on:

BY: \_\_\_\_\_  
DEPUTY



P.O. BOX 5152  
CULVER CITY, CA 90231  
Phone 310-943-9235 [latitle@in2-res.com](mailto:latitle@in2-res.com)

---

## ***Property Title Report***

**Work Order No. T14730**  
**Dated as of: 10/03/2017**

**Prepared for: City of Los Angeles**

### ***SCHEDULE A***

**(Reported Property Information)**

**APN #: 5571-025-042**

**Property Address: 2450 N SOLAR DR ✓**

**City: Los Angeles**

**County: Los Angeles**

### ***VESTING INFORMATION***

**Type of Document: GRANT DEED**

**Grantee : RUNYON NKMS LLC**

**Grantor : FAF CANYON LLC; FAF KNOLL LLC**

**Deed Date : 02/28/2014**

**Recorded : 06/03/2014**

**Instr No. : 14-0571921**

**MAILING ADDRESS: RUNYON NKMS LLC**  
**PO BOX 69465 WEST HOLLYWOOD CA 90069**

### ***SCHEDULE B***

#### ***LEGAL DESCRIPTION***

**Lot: A Abbreviated Description: LOT:A CITY:REGION/CLUSTER: 09/09159 P.M 61-10-12 EX OF ST**

**LOT A City/Muni/Twp: REGION/CLUSTER: 09/09159**

#### ***MORTGAGES/LIENS***

**Type of Document: DEED OF TRUST**

**Recording Date: 05/24/2016**

**Document #: 16-0593784**

**Loan Amount: \$5,000,000**

**Lender Name: EVERBANK.COM**

**Borrowers Name: RUNYON NKMS LLC**

**MAILING ADDRESS: EVERBANK.COM**  
**301 W. BAY ST. JACKONVILLE, FL 32202**



This page is part of your document - DO NOT DISCARD



20140571921



Pages:  
0004

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

06/03/14 AT 08:00AM

FEES:	38.00
TAXES:	NFPR
OTHER:	0.00
PAID:	NFPR



LEADSHEET



201406030260004

00009249440



006222168

SEQ:  
21

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

t60

FATCOLA/RESALE

RECORDING REQUESTED BY:  
First American Title Company

AND WHEN RECORDED MAIL TO:

Runyon NKMS  
P.O. Box 69465  
West Hollywood, CA 90069

06/03/2014



\*20140571921\*

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 4573017-60

Escrow No.: 500-006875-MF

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

**DOCUMENTARY TRANSFER TAX** is \$Not of Public Record **CITY TRANSFER TAX** \$Not of Public Record

☒ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of Los Angeles AND

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

**FAF Canyon, LLC, a California Limited Liability Company and FAF Knoll, LLC, a California Limited Liability Company**

hereby GRANT(s) to:

**RUNYON NKMS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 2450 Solar Drive, Los Angeles, CA 90046

AP#: 5571-025-042 & 5571-026-007

DATED February 28, 2014

STATE OF CALIFORNIA NEW YORK

COUNTY OF NEW YORK

On APRIL 25 2014

before me, ROBERT HAYDEN

A Notary Public in and for said State personally appeared

FRANK KAVANAUGH

SIGNATURE ATTACHED HERETO AS EXHIBIT AND  
MADE A PART HEREOF.

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 that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

**Robert M. Hayden**  
Notary Public, State of New York  
No. 02HA6228225  
Qualified in New York County  
Commission expires Sept 20, 2014

Signature

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

219

3

**SIGNATURE EXHIBIT**

FAF Canyon, LLC, a California Limited Liability Company

By: Frank P. Kavanaugh  
Frank P. Kavanaugh, Manager

FAF Knoll, LLC, a California Limited Liability Company

By: Frank P. Kavanaugh  
Frank P. Kavanaugh, Manager

**Exhibit "A"****Legal Description**

A.P.N.: 5571-026-007 and 5571-025-042

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

**PARCEL 1:**

PARCEL "A", IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP LA NO. 2787, FILED IN BOOK 61, PAGES 10, 11 AND 12 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 2:**

THAT PORTION OF LOT 1 OF TRACT NO. 8888, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 132 PAGES 55 TO 58, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THAT CERTAIN STRIP OF LAND, 100.00 FEET WIDE, DESCRIBED IN PARCEL A OF THE DEED OF THE CITY OF LOS ANGELES, RECORDED AUGUST 13, 1942 AS INSTRUMENT NO. 543, IN BOOK 19515 PAGE 127 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.



This page is part of your document - DO NOT DISCARD



**20160593784**



Pages:  
0030

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

05/24/16 AT 08:00AM

FEES:	109.00
TAXES:	0.00
OTHER:	0.00
PAID:	109.00



LEADSHEET



201605240190025

00012130313



007572304

SEQ:  
22

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T10

North American Title

1421223

WHEN RECORDED, MAIL TO:  
EVERBANK  
301 W. Bay St.  
Jacksonville, FLORIDA 32202

This instrument was prepared by:  
EVERBANK  
301 W. Bay St.  
Jacksonville, FLORIDA 32202

Assessor's Identification Number:  
5571-025-042

Loan Number: 1723001315

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



DEED OF TRUST

MIN: 100063420001982737  
SIS Telephone #: (888) 679-MERS

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 May 19, 2016, together with all Riders to this document.
- (B) "Borrower" is Runyon NKMS, LLC, a California Limited Liability Company. Borrower's address is 1260 N Bundy Drive, Los Angeles, CALIFORNIA 90049. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is EVERBANK. Lender is A Federal Savings Association, organized and existing under the laws of United States of America. Lender's address is 301 W. Bay St., Jacksonville, FLORIDA 32202.
- (D) "Trustee" is First American Title Insurance Company. Trustee's address is 1 First American Way, Santa Ana, CALIFORNIA 85034.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated May 19, 2016. The Note states that Borrower owes Lender FIVE MILLION AND NO/100 Dollars (U.S. \$5,000,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2046.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "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.

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS

Form 3005 1/01

Page 1 of 12

IDS, Inc. - 30202



IDS-1723001315-30202-001-012

2

u

3

(I) "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"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> VA Rider          |
| <input checked="" type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |                                            |
| <input checked="" type="checkbox"/> Other [Specify] LLC   |                                                         |                                            |

(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "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.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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:

See Exhibit A attached hereto and made a part hereof

which currently has the address of 2450 Solar Drive  
Los Angeles, CALIFORNIA 90046, ("Property Address");

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and



4

Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**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





5

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



b

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



7

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. 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





8

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.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

County of Los Angeles

On MAY 21, 2016 before me, Shahar Hillel, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Nicholas Keros

Name(s) of Signer(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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Deed of Int Document Date: 5-19-16

Number of Pages: 12 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Nicholas Keros

- ☐ Corporate Officer -- Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer -- Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

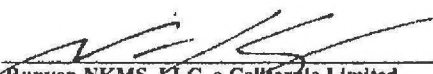
Signer Is Representing: \_\_\_\_\_



13

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this California Deed of Trust dated May 19, 2016 between Runyon NKMS, LLC, a California Limited Liability Company, EVERBANK and First American Title Insurance Company.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
 (Seal) Runyon NKMS, LLC, a California Limited Liability Company; By, Thrasher NK, LLC; Title: Manager and Member of Runyon NKMS, LLC, a California Limited Liability Company; By: Nicholas Keros, Sole Member of Thrasher NK, LLC -Borrower	_____ (Seal) -Borrower

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  
County of Los Angeles

On MAY 21, 2016 before me, Shahar Hillel a notary public, personally appeared Masood Sohail, Dina Tecimer Sohail, Manjit Singh, Massoud Shabahang and Runyon NKMS, LLC, a California Limited Liability Company; By, Thrasher NK, LLC; Title: Manager and Member of Runyon NKMS, LLC, a California Limited Liability Company; By: Nicholas Keros, Sole Member of Thrasher NK, LLC, 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 that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



Signature



14

Loan originator (organization): **EVERBANK**; NMLS #: **399805**  
Loan originator (individual): **Kenneth L. Kamins**; NMLS #: **611751**



15

Loan Number: 1723001315  
MIN: 100063420001982737

### **1-4 FAMILY RIDER**

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 19th day of May, 2016, 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

**EVERBANK**

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

**2450 Solar Drive  
Los Angeles, CALIFORNIA 90046  
(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.

_____ (Seal) -Borrower	_____ (Seal) -Borrower
------------------------------	------------------------------

_____ (Seal) -Borrower	_____ (Seal) -Borrower
------------------------------	------------------------------

_____ (Seal) -Borrower	_____ (Seal) -Borrower
<p>Runyon NKMS, LLC, a California Limited Liability Company; By, Thrasher NK, LLC; Title: Manager and Member of Runyon NKMS, LLC, a California Limited Liability Company; By: Nicholas Keros, Sole Member of Thrasher NK, LLC</p>	



18

MIN: 100063420001982737

Loan Number: 1723001315

### **FIXED/ADJUSTABLE RATE RIDER**

(LIBOR One-Year Index (As Published In *The Wall Street Journal*)-Rate Caps)

**NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR  
A VARIABLE INTEREST RATE.**

THIS FIXED/ADJUSTABLE RATE RIDER is made this 19th day of May, 2016, 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

#### **EVERBANK**

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

2450 Solar Drive  
Los Angeles, CALIFORNIA 90046  
(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 3.000%. 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 1st day of June, 2021, 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."

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family  
Fannie Mae UNIFORM INSTRUMENT  
IDS, Inc.

Page 1 of 4

Form 3187 6/01



IDS-1723001315-31724-001-004



**(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 **TWO AND ONE FOURTH** percentage points (2.250%) 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 the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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

The interest rate I am required to pay at the first Change Date will not be greater than 5.000% or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points from the rate of interest I have been paying for the preceding **TWELVE** months. My interest rate will never be greater than 8.000%.

**(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**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any 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.

**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.

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

  
\_\_\_\_\_  
(Seal)  
-Borrower  
**Runyon NKMS, LLC, a  
California Limited Liability  
Company; By, Thrasher NK,  
LLC; Title: Manager and  
Member of Runyon NKMS, LLC,  
a California Limited Liability  
Company; By: Nicholas Keros,  
Sole Member of Thrasher NK,  
LLC**

\_\_\_\_\_  
(Seal)  
-Borrower

*(Sign Original Only)*



Loan Number: 1723001315

**LIMITED LIABILITY COMPANY RIDER**

**THIS LIMITED LIABILITY COMPANY RIDER** is made this 19<sup>th</sup> day of May, 2016, and incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (this "Security Instrument") of the same date given by Runyon NKMS, LLC, a California limited liability company ("Company"), to secure that certain promissory note (the "Note") to EverBank, a federal savings association, its successors and/or assigns (the "Lender"), of the same date and covering property described in this Security Instrument and located at 2450 Solar Drive, Los Angeles, CA 90046 ("the Property").

**1. Representations and Warranties.**

Company hereby represents and warrants to Lender that:

**1.1 Organization, Authority, Etc.** Company (i) is duly organized, validly existing and in good standing under the laws of the State of California, and is duly qualified and in good standing as a foreign limited liability company in each jurisdiction in which such qualification is necessary; (ii) has the necessary power and authority to own, or hold under lease, its assets and properties and to carry on its business as now being conducted; (iii) has received full payment for its outstanding membership interests; (iv) is qualified to do business in the jurisdiction in which the Property is located; and (v) is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it. The principal office of Company is located at 2450 Solar Drive, Los Angeles, CA 90046.

**1.2 Validity of Loan Instruments.** (a) The execution, delivery, and performance by Company of the Note and this Security Instrument, and the borrowing evidenced by the Note, (i) are within the powers and purposes of Company; (ii) have been duly authorized by all requisite action on the part of its members and managers as the case may be; (iii) have received all necessary governmental approval; and (iv) will not violate any provision of law, any order of any court or other agency of government, the Articles of Organization (Certificate of Formation), regulations, operating agreement, or other constitutive document governing of Company or any indenture, agreement, or other instrument to which Company is a party or by which it or any of its properties or assets are bound or be in conflict with, result in a breach of, or constitute (with or without the giving of notice or the lapse of time or both) a default under any such indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of its properties or assets, except as contemplated by the provisions of this Security Instrument; and (b) the Note and this Security Instrument, when executed and delivered by Company, will constitute the legal, valid, and binding obligations of Company enforceable in accordance with their respective terms.

**1.3 Other Information.** All other information, reports, papers, and data given to Lender with respect to Company, or in connection with the loan evidenced by the Note and secured by this Security Instrument are accurate and correct in all material respects and complete insofar as

completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

**1.4 Taxes.** Company has filed all federal, state, county, and municipal tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns or pursuant to law, and Company does not know of any basis for additional assessment in respect of such taxes or additional taxes.

**1.5 Litigation.** There is not now pending against or affecting Company nor, to the knowledge of Company, is there threatened or contemplated, any action, suit, or proceeding at law or in equity or by or before any court, tribunal, arbitrator, or other governmental or administrative agency which if adversely determined might have a material adverse effect on the condition of Company (financial or otherwise).

**1.6 No Guarantee, Surety or Contingent Liabilities.** Company is not a party to any suretyship agreement, guaranty, or other similar agreement, and has not endorsed any instrument so as to create in any way a contingent liability (except by endorsement of negotiable instruments payable in the usual and ordinary course of business).

**1.7 Members and Managers of Company.** All of Company's issued and outstanding membership interests are fully paid and non-assessable. There exists no agreement contemplating the authorization or issuance of any additional membership interests nor does there exist any agreement by the members either contemplating the sale by them of such membership interests or contemplating the transfer of the right to vote such membership interests. The members of and manager(s) of the Company are set forth on the Managers Certificate, executed concurrently herewith.

**1.8 No Adverse Restrictions or Defaults.** Neither Company nor any of its subsidiaries or affiliates, if any, is a party to any agreement or instrument or subject to any court order or judgment, governmental decree, charter, or other corporate restriction adversely affecting its business, properties or assets, operations, or condition (financial or otherwise). Neither Company nor any of its subsidiaries or affiliates, if any, is in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party or by which Company or any of its subsidiaries or affiliates, if any, or its properties or assets may be bound or affected, or under any law, regulation, decree, order, or the like.

**1.9 Investment Company Act.** Neither Company nor any of its subsidiaries or affiliates, if any, is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

**1.10 Authorizations.** All authorizations, consents, approvals, and licenses required under applicable law or regulation for the ownership or operation of the properties or assets owned or operated by Company or its subsidiaries or affiliates, if any, or for the conduct of business in which Company or any of its subsidiaries or affiliates, if any, is engaged, have been duly issued or otherwise obtained and are in full force and effect. No approval, consent, or

authorization of or filing or registration with any governmental commission, bureau, or other regulatory authority or agency is required with respect to Company's execution, delivery, or performance of this Security Instrument or the Note.

**1.11 Survival of Representations and Warranties.** The representations and warranties set forth herein shall be true and correct as of the date hereof and at all times thereafter until the indebtedness of Company evidenced by the Note is paid in full.

**2. Covenants.**

Until the entire indebtedness evidenced by the Note shall have been paid in full, Company hereby covenants and agrees as follows:

**2.1 Existence.** Company will preserve and keep in full force and effect its status as a validly organized and existing limited liability company.

**2.2 Change on Ownership of Company.** Company will not, without the prior written consent of Lender in its sole discretion, permit (i) the transfer of membership or other equity interests in Company or any voting rights of any member of Company (whether such purported transfer shall be by direct transfer by such member or the result of action by any party against such member); or (ii) the issuance of additional membership or other equity interests in Company after the date hereof; or (iii) any contract or agreement to be entered into providing for the issuance of such membership or other equity interests or providing for the transfer of control of Company to a person or entity other than the or other members of Company set forth in Section 1.7 above.

**2.3 Chief Executive Office.** Company will not change the address of chief executive office set forth in Section 1.1 hereof without first having given written notice thereof to Lender.

**2.4 Compliance with Laws.** Company will duly observe, conform, and comply with all laws, decisions, judgments, rules, regulations, and orders of all governmental authorities relative to the conduct of its business, its properties, and its assets, except those being contested in good faith by appropriate proceedings diligently pursued.

**2.5 Financial Information.** Company will furnish to Lender such information as Lender may reasonably request regarding its business, affairs, and financial condition.

**2.6 Maintenance of Rights.** Company will do or cause to be done all things necessary to preserve and to keep in full force and effect its rights and privileges of a public or private nature, including its franchises, trade names, trademarks, service marks, patents, copyrights, permits, licenses, trade secrets, and contract rights which are necessary for the continuance of the business of Company.

**2.7 Taxes and Other Obligations.** Except for taxes that are being diligently contested in good faith by Company in an appropriate proceeding and as to which Company has established a reserve to the extent required under generally accepted accounting principles, Company will pay



and discharge all indebtedness of Company as it becomes due and payable, including all taxes or assessments levied upon or assessed against Company or the Property.

**2.8 Notices.** Company shall give Lender prompt written notice of:

(a) The filing or commencement of any action, suit, or proceeding against Company, whether at law or in equity, and whether by or before any court or any federal, state, municipal, or other governmental agency or authority.

(b) The occurrence of any event of default under the Note or the Security Instrument, specifying the nature and extent of the event of default.

(c) Any development in the business or affairs of Company that has resulted in or that is likely, in the reasonable judgment of Company, to result in a material adverse change in the business, assets, prospects, operations, or financial condition of Company.

**2.9 Other Indebtedness.** Company will not guarantee any obligation for borrowed money or capitalized lease obligations or incur, create, permit to exist, assume, guarantee, or in any manner become or be liable in respect to any indebtedness, except for indebtedness incurred in the usual and ordinary course of business and indebtedness in favor of Lender.

**2.10 Encumbrances.** Company will not create, incur, assume, or permit to exist any mortgage, pledge, lien or encumbrance on any of its properties or assets (now owned or hereafter acquired), except the lien of current taxes not yet due and payable, or acquire or agree to acquire property or assets under any conditional sale agreement or title retention contract.

**2.11 Operation of Business.** Company will not cease doing business as a going concern or otherwise materially change the nature of its business or commence the liquidation or dissolution of its business or assets. Company shall not engage in any business or activity other than the ownership and operation, as appropriate, of the Property.

**2.12 Mergers.** Company will not merge or consolidate with any other limited liability company or entity.

**2.13 Sale of Assets.** Company will not sell, transfer, or otherwise dispose of any of its assets or properties except in the ordinary course of business, and subject to the provisions of Section 18 of the Security Instrument.

**2.14 Default Under Agreements.** Company will not commit any act or fail to commit any act the commission or failure of commission of which constitutes or may give rise to an event of default under the terms of any agreement, contract, or other instrument to which it is a party.

**3. Defaults.** A breach of any covenant, representation or warranty contained in this Rider, shall constitute a breach under the Security Instrument, subject to the provisions of Section 22 thereof.

#### **4. Assignment of Leases and Rents.**

**4.1 Assignment.** In order to secure further the payment of the indebtedness evidenced by the Note and the observance, performance, and discharge of all of the covenants and agreements of Company herein, Company hereby sells, assigns, transfers, and sets over to Lender, and gives Lender a security interest in, all of Company's right, title, and interest in, to, and under any and all leases, subleases, licenses, concessions, or grants of other possessory interests granted by Company, as lessor, now or hereafter in force, oral or written, covering or affecting the Property (the "Leases") and all of the accounts, rents, revenues, income, profits, and other benefits now or hereafter arising from the use and enjoyment of the Property.

**4.2 Performance Under the Leases.** Company covenants and agrees that it will, at its sole cost and expense, perform and discharge, or cause to be performed and discharged, all of the obligations and undertakings of Company or its agents under any of the Leases and will use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective tenant under each of the Leases, and will appear in and defend, at its sole cost and expense, any action or proceeding arising under or in any manner connected with any of the Leases or the obligations and undertakings of any tenant thereunder.

**4.3 No Rent Prepayments.** Company, without written approval of Lender in its sole discretion, will not assign or otherwise encumber future rental payments under any of the Leases or collect or accept rent for more than two (2) months in advance.

**4.4 No Obligation of Lender.** This Security Instrument will not be deemed or construed to constitute Lender as a lender in possession of the Property or to obligate Lender to take any action or to incur expenses or perform or discharge any obligation, duty, or liability of Company under any of the Leases.

**4.5 Payment of Rents to Company until Default.** Unless and until a default occurs, Company will be entitled to collect rents as and when they become due and payable. Company hereby agrees that the tenant under any of the Leases, upon notice from Lender of the occurrence of a default, will thereafter pay to Lender the rents due, and to become due under that Lease without any obligation to determine whether or not such a default does in fact exist.

**4.6 Modification of Lease.** If the Property is currently the subject of a Lease, Company will not amend or otherwise modify that Lease without the prior written approval of Lender in its sole discretion.

**4.7 Cumulative Remedies.** Each and every right, remedy, and power granted to Lender by this Security Instrument will be cumulative and in addition to any other right, remedy, and power given by the Note or this Security Instrument, or now or hereafter existing in equity,

at law, by virtue of statute, or otherwise. The failure of Lender to avail itself of any of the rights and remedies hereof will not be construed or deemed to be a waiver of any thereof.

5. **Receiver.** In addition to any other remedy granted under the Note, the Security Instrument or this instrument now or hereafter existing in equity or at law, Lender may apply to the court in which a proceeding is pending for the enforcement of this Security Instrument to have a receiver appointed to enter upon and take possession of the Property, collect any rents and profits therefrom, and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the state in which the Property is situated. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Property or the solvency or insolvency of Company. The expenses, including receiver's fee, counsel's fees, costs of agent's compensation, and other expenses incurred pursuant to the powers herein contained will be secured hereby.

6. **Definitions.**

6.1 **Borrower.** For purposes of the Security Instrument, all references to Borrower contained in Security Instrument shall mean Runyon NKMS, LLC, a California limited liability company, in its capacity as trustor under the Security Instrument.

6.2 **Note.** The definition of Note contained in the first page of the Security Instrument is amended and restated to read as follows: "Note" means the promissory note signed by Borrower and one or more of its members, dated 05-19 2016. The Note states that Borrower and one or more of its members owes Lender Five Million AND NO/100 Dollars (U.S. \$ 5,000,000 .00) plus interest. Borrower and one or more of its members has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 06-01-2046. For privacy purposes, the individual member(s) signing the Note are not named in this Security Instrument, but rather are identified in the Note, which is an off record document.

7. **Suretyship Waivers.**

If this Security Instrument secures any indebtedness or obligations ("Other Obligations") of a person or entity other than Borrower ("Other Obligor") and if as a consequence Borrower may be treated as a surety or guarantor or held to have any of the rights, remedies or defenses of a surety or guarantor, then Borrower, to the fullest extent permitted by law, hereby knowingly, voluntarily and irrevocably waives and agrees not to assert or take advantage of any such rights, remedies or defenses, including but not limited to those available under California Civil Code Sections 2808, 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2899 and 3433. Without limiting the generality of the foregoing provisions, the validity, priority and enforceability of this Security Instrument shall not be impaired or otherwise affected by (a) any failure of Borrower to receive notice of any default in the payment or performance of any Other Obligations; (b) any limitation on any Other Obligor's personal liability for any Other Obligations; (c) any failure of Borrower to receive notice of, or consent to, any extension, alteration, impairment or suspension of any Other Obligations; (d) any failure of Borrower to receive notice of, or consent to, Lender's

release of any other security for, or guaranty of, any Other Obligations; (e) any failure of Lender to enforce any other right or remedy, or to resort to any other security or guaranty, before enforcing Lender's foreclosure, receivership and other remedies under this Instrument; and (f) any election of remedies by Lender that impairs or destroys any right or remedy of Borrower against any Other Obligor, including any destruction of Borrower's right to seek reimbursement from any Other Obligor based on the principle of equitable subrogation as a result of Lender's election to foreclose non-judicially under any deed of trust held by Lender. California courts have held that such an election and the resulting destruction of a payment guarantor's ability to obtain reimbursement from the borrower affords the guarantor a defense to the lender's enforcement of the payment guaranty. Borrower hereby knowingly, voluntarily and irrevocably waives any such defense to the extent that it might be available to Borrower. Until such time as all Other Obligations shall have been fully repaid and discharged, Borrower hereby further knowingly, voluntarily and irrevocably waives (i) any claim against any Other Obligor (including any equitable claim for reimbursement based on any loss suffered by Borrower as a result of Lender's enforcement of its remedies under this Instrument), and (ii) any right to receive, resort to, or in any way have the benefit of any other security or guaranty held by Lender. The continuing validity and enforceability of Borrower's covenants and waivers in this paragraph shall not be impaired or otherwise affected by any election of Lender, in its discretion, to give any particular notice to Borrower or to solicit any particular consent of Borrower that Lender is not obligated to give or solicit by reason of the provisions of this paragraph.

To the extent Borrower may be treated as a surety or guarantor or held to have any of the rights, remedies or defenses of a surety or guarantor, and to the extent permitted by applicable law, guarantor waives all rights and defenses that the guarantor may have because the debtor's debt is secured by real property. This means, among other things:

(1) The creditor may collect from the guarantor without first foreclosing on any real or personal property collateral pledged by the debtor.

(2) If the creditor forecloses on any real property collateral pledged by the debtor:

(A) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(B) The creditor may collect from the guarantor even if Lender, by foreclosing on the real property collateral, has destroyed any right the guarantor may have to collect from the debtor.

This is an unconditional and irrevocable waiver of any rights and defenses the guarantor may have because the debtor's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

To the extent Borrower may be treated as a surety or guarantor or held to have any of the rights, remedies or defenses of a surety or guarantor, and to the extent permitted by applicable law, the guarantor waives all rights and defenses arising out of an election of remedies by the creditor, even though that election of remedies, such as a nonjudicial foreclosure with respect to security

for a guaranteed obligation, has destroyed guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the Code of Civil Procedure or otherwise.



Runyon NKMS, LLC, a California limited liability company

By: Thrasher NK, LLC

Title: Manager and Member of Runyon NKMS, LLC, a California limited liability company

By: Nicholas Keros, Sole Member of Thrasher NK, LLC



**EXHIBIT "A"**

80

**LEGAL DESCRIPTION**

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

**PARCEL 1:**

PARCEL "A", IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP LA NO. 2787, FILED IN BOOK 61, PAGES 10, 11 AND 12 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 2:**

THAT PORTION OF LOT 1 OF TRACT NO. 8888, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 132 PAGES 55 TO 58, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THAT CERTAIN STRIP OF LAND, 100.00 FEET WIDE, DESCRIBED IN PARCEL A OF THE DEED OF THE CITY OF LOS ANGELES, RECORDED AUGUST 13, 1942 AS INSTRUMENT NO. 543, IN BOOK 19515 PAGE 127 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER.

**APN: 5571-025-042 and 5571-026-007**

# EXHIBIT B

ASSIGNED INSPECTOR: **STUART BYLES**

**Date: October 13, 2017**

JOB ADDRESS: **2450 NORTH SOLAR DRIVE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5571-025-042**

Last Full Title: **10/3/2017**

Last Update to Title:

---

## LIST OF OWNERS AND INTERESTED PARTIES

- |     |                                                                                             |                            |
|-----|---------------------------------------------------------------------------------------------|----------------------------|
| 1). | RUNYON NKMS LLC<br>C/O NICHOLAS A. KEROS<br>PO BOX 69465<br>WEST HOLLYWOOD, CA. 90069       | CAPACITY: OWNER            |
| 2). | RUNYON NKMS LLC<br>C/O NICHOLAS A KEROS<br>1151 ARDEN RD<br>PASADENA, CA 91106              | CAPACITY: OWNER            |
| 3). | RUNYON NKMS LLC<br>C/O NICHOLAS A KEROS<br>101 MONTGOMERY STREET<br>SAN FRANCISCO, CA 94104 | CAPACITY: OWNER            |
| 4). | KENT S BEYER<br>12401 S WILSHIRE STE 200<br>LOS ANGELES, CA 90025                           | CAPACITY: AGENT            |
| 5). | EVERBANK.COM<br>301 W. BAY ST.<br>JACKONVILLE, FL 32202                                     | CAPACITY; INTERESTED PARTY |

## Property Detail Report

For Property Located At :  
**2450 SOLAR DR, LOS ANGELES, CA 90046-1741**



## Owner Information

Owner Name: RUNYON NKMS LLC  
 Mailing Address: PO BOX 69465, WEST HOLLYWOOD CA 90069-0465 B007  
 Vesting Codes: //

## Location Information

Legal Description:	P.M 61-10-12 EX OF ST LOT A	APN:	5571-025-042
County:	LOS ANGELES, CA	Alternate APN:	
Census Tract / Block:	1941.01 / 1	Subdivision:	
Township-Range-Sect:		Map Reference:	33-F2 /
Legal Book/Page:		Tract #:	
Legal Lot:	A	School District:	LOS ANGELES
Legal Block:		School District Name:	
Market Area:	C03	Munic/Township:	
Neighbor Code:			

## Owner Transfer Information

Recording/Sale Date:	/	Deed Type:	
Sale Price:		1st Mtg Document #:	
Document #:			

## Last Market Sale Information

Recording/Sale Date:	06/03/2014 / 02/28/2014	1st Mtg Amount/Type:	\$6,695,000 /
Sale Price:	\$10,300,000	1st Mtg Int. Rate/Type:	/
Sale Type:	FULL	1st Mtg Document #:	571922
Document #:	571921	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$1,049.84
New Construction:		Multi/Split Sale:	MULTIPLE

Title Company: FIRST AMERICAN TITLE/LOS ANGEL  
 Lender: REVERE HIGH YIELD FUND LP  
 Seller Name: FAF CANYON LLC

## Prior Sale Information

Prior Rec/Sale Date:	10/04/2010 / 09/07/2010	Prior Lender:	FORT ASHFORD FUNDS LLC
Prior Sale Price:	\$2,500,000	Prior 1st Mtg Amt/Type:	\$2,500,000 / CONV
Prior Doc Number:	1409390	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	GRANT DEED		

## Property Characteristics

Gross Area:		Parking Type:		Construction:	
Living Area:	9,811	Garage Area:		Heat Type:	CENTRAL
Tot Adj Area:		Garage Capacity:		Exterior wall:	
Above Grade:		Parking Spaces:		Porch Type:	
Total Rooms:		Basement Area:		Patio Type:	
Bedrooms:	5	Finish Bsmnt Area:		Pool:	POOL
Bath(F/H):	7 /	Basement Type:		Air Cond:	CENTRAL
Year Built / Eff:	1995 / 2007	Roof Type:		Style:	
Fireplace:	/	Foundation:		Quality:	
# of Stories:		Roof Material:		Condition:	
Other Improvements:					

## Site Information

Zoning:	LARE40	Acres:	16.16	County Use:	SINGLE FAMILY RESID (0101)
Lot Area:	704,130	Lot Width/Depth:	x	State Use:	
Land Use:	SFR	Res/Comm Units:	1 /	Water Type:	
Site Influence:				Sewer Type:	

## Tax Information

Total Value:	\$8,766,835	Assessed Year:	2017	Property Tax:	\$103,844.24
Land Value:	\$6,654,345	Improved %:	24%	Tax Area:	67
Improvement Value:	\$2,112,490	Tax Year:	2016	Tax Exemption:	
Total Taxable Value:	\$8,766,835				

**Comparable Summary**

For Property Located At



CoreLogic

RealQuest Professional

**2450 SOLAR DR, LOS ANGELES, CA 90046-1741****20 Comparable(s) found.** (Click on the address to view more property information)

View Report

Configure Display Fields

Modify Comparable Search Criteria

**Summary Statistics For Selected Properties: 20**

	Subject Property	Low	High	Average
Sale Price	\$10,300,000	\$2,800,000	\$35,350,000	\$10,962,350
Bldg/Living Area	9,811	8,454	11,158	9,452
Price/Sqft	\$1,049.84	\$291.69	\$3,840.72	\$1,183.27
Year Built	1995	1925	2016	1983
Lot Area	704,130	14,237	131,014	43,349
Bedrooms	5	4	9	6
Bathrooms/Restrooms	7	5	10	8
Stories	0.00	1.00	3.00	1.78
Total Value	\$8,766,835	\$2,652,493	\$23,041,096	\$8,937,990
Distance From Subject	0.00	0.77	37.63	9.64

\*= user supplied for search only

<input checked="" type="checkbox"/>	#	F Address	Sale Price	Yr Blt	Bed	Baths/Restrooms(Full)	Last Recording	Bld/Liv	Lot Area	Dist
<b>Subject Property</b>										
		2450 SOLAR DR	\$10,300,000	1995	5	7	06/03/2014	9,811	704,130	0.0
<b>Comparables</b>										
<input checked="" type="checkbox"/>	1	20600 NORTHRIDGE RD	\$3,100,000	1989	5	7	08/31/2017	10,605	88,201	16.52
<input checked="" type="checkbox"/>	2	1 ELECTRA CT	\$35,350,000	1990	6	8	09/19/2017	9,204	131,014	0.77
<input checked="" type="checkbox"/>	3	4705 LOS FELIZ BLVD	\$3,100,000	2005	6	6	04/11/2017	9,633	19,144	3.59
<input checked="" type="checkbox"/>	4	2171 STRATFORD CIR	\$5,000,000	2001	6	8	06/30/2017	10,102	18,983	6.89
<input checked="" type="checkbox"/>	5	2727 CARDWELL PL	\$5,000,000	1992	6	8	08/18/2017	11,158	69,220	0.93
<input checked="" type="checkbox"/>	6	25305 PRADO DE LOS SUENOS	\$8,100,000	2007	6	7	06/26/2017	9,611	51,815	18.25
<input checked="" type="checkbox"/>	7	488 S SAN RAFAEL AVE	\$7,300,000	1925	6	5	03/28/2017	8,573	96,464	10.7
<input checked="" type="checkbox"/>	8	1027 STONY BROOK CT	\$3,000,000	2010	6	8	09/11/2017	10,285	43,675	37.63
<input checked="" type="checkbox"/>	9	641 GLORIA RD	\$5,388,000	2015	5	9	09/22/2017	9,954	23,660	17.58
<input checked="" type="checkbox"/>	10	2185 STRATFORD CIR	\$5,300,000	2000	6	7	07/07/2017	8,715	18,733	6.89
<input checked="" type="checkbox"/>	11	13916 W SUNSET BLVD	\$8,200,000	2016	5	9	07/13/2017	9,178	14,237	9.95
<input checked="" type="checkbox"/>	12	457 N ROCKINGHAM AVE	\$11,500,000	1937	6	8	02/14/2017	10,185	28,623	8.53
<input checked="" type="checkbox"/>	13	1669 SAN ONOFRE DR	\$22,000,000	1956	7	10	02/17/2017	9,441	27,943	9.18
<input checked="" type="checkbox"/>	14	370 N JUNE ST	\$8,225,000	1926	6	9	02/28/2017	8,516	21,230	2.76
<input checked="" type="checkbox"/>	15	256 COPA DE ORO RD	\$33,900,000	1929	9	8	05/25/2017	8,932	39,053	5.39
<input checked="" type="checkbox"/>	16	3351 CLERENDON RD	\$5,850,000	1990	5	7	08/08/2017	8,454	22,217	5
<input checked="" type="checkbox"/>	17	20637 KINGSBORO WAY	\$2,800,000	1988	5	7	08/25/2017	8,909	17,438	13.41
<input checked="" type="checkbox"/>	18	46 BEVERLY PARK CIR	\$25,150,000	1993	6	7	06/12/2017	9,242	78,471	3.59
<input checked="" type="checkbox"/>	19	140 S CLIFFWOOD AVE	\$10,484,000	1994	4	5	08/08/2017	8,829	19,258	8.47

<input checked="" type="checkbox"/>	20	11607 MORAGA LN	\$10,500,000	1999	6	8	05/05/2017	9,518	37,600	6.77
-------------------------------------	----	-----------------	--------------	------	---	---	------------	-------	--------	------



**Comparable Sales Report**

For Property Located At



CoreLogic

RealQuest Professional

**2450 SOLAR DR, LOS ANGELES, CA 90046-1741****20 Comparable(s) Selected.**

Report Date: 10/12/2017

**Summary Statistics:**

	Subject	Low	High	Average
Sale Price	\$10,300,000	\$2,800,000	\$35,350,000	\$10,962,350
Bldg/Living Area	9,811	8,454	11,158	9,452
Price/Sqft	\$1,049.84	\$291.69	\$3,840.72	\$1,183.27
Year Built	1995	1925	2016	1983
Lot Area	704,130	14,237	131,014	43,349
Bedrooms	5	4	9	6
Bathrooms/Restrooms	7	5	10	8
Stories	0.00	1.00	3.00	1.78
Total Value	\$8,766,835	\$2,652,493	\$23,041,096	\$8,937,990
Distance From Subject	0.00	0.77	37.63	9.64

\*= user supplied for search only

**Comp #1**

Distance From Subject:16.52 (miles)

Address: **20600 NORTHRIDGE RD, CHATSWORTH, CA 91311-1828**Owner Name: **KUPENKO VLADIMIR TRUST**Seller Name: **FEINBERG JEFFREY**APN: **2707-002-022**Map Reference: **6-E1 /**Living Area: **10,605**County: **LOS ANGELES, CA**Census Tract: **1131.02**

Total Rooms:

Subdivision: **PARCEL MAP 5243**Zoning: **LAA2**Bedrooms: **5**Rec Date: **08/31/2017**Prior Rec Date: **09/12/2013**Bath(F/H): **7 /**Sale Date: **06/29/2017**Prior Sale Date: **09/04/2013**Yr Built/Eff: **1989 / 1996**Sale Price: **\$3,100,000**Prior Sale Price: **\$3,160,000**Air Cond: **CENTRAL**Sale Type: **FULL**Prior Sale Type: **FULL**

Style:

Document #: **993678**Acres: **2.02**Fireplace: **/**1st Mtg Amt: **\$1,316,000**Lot Area: **88,201**Pool: **POOL**Total Value: **\$3,337,733**

# of Stories:

Roof Mat:

Land Use: **SFR**Park Area/Cap#: **/**

Parking:

**Comp #2**

Distance From Subject:0.77 (miles)

Address: **1 ELECTRA CT, LOS ANGELES, CA 90046-2061**Owner Name: **DIAMOND COVE INVESTMENTS LLC**Seller Name: **ONE ELECTRA LLC**APN: **5551-033-008**Map Reference: **33-F3 /**Living Area: **9,204**County: **LOS ANGELES, CA**Census Tract: **1941.02**

Total Rooms:

Subdivision: **7842**Zoning: **LARE40**Bedrooms: **6**Rec Date: **09/19/2017**Prior Rec Date: **12/24/2013**Bath(F/H): **8 /**Sale Date: **08/23/2017**Prior Sale Date: **11/13/2013**Yr Built/Eff: **1990 / 1990**Sale Price: **\$35,350,000**Prior Sale Price: **\$20,000,000**Air Cond: **CENTRAL**Sale Type: **FULL**Prior Sale Type: **FULL**

Style:

Document #: **1063566**Acres: **3.01**Fireplace: **/**1st Mtg Amt: **\$24,990,000**Lot Area: **131,014**Pool: **POOL**Total Value: **\$21,124,906**

# of Stories:

Roof Mat:

Land Use: **SFR**Park Area/Cap#: **/**

Parking:

Comp #:**3** Distance From Subject:**3.59 (miles)**  
 Address: **4705 LOS FELIZ BLVD, LOS ANGELES, CA 90027-1917**  
 Owner Name: **LEVI ESTATES LLC**  
 Seller Name: **ABBASI ANOSHE**  
 APN: **5588-016-045** Map Reference: **/** Living Area: **9,633**  
 County: **LOS ANGELES, CA** Census Tract: **1892.02** Total Rooms:   
 Subdivision: **53768** Zoning: **LARE11** Bedrooms: **6**  
 Rec Date: **04/11/2017** Prior Rec Date: **11/19/2012** Bath(F/H): **6 /**  
 Sale Date: **02/01/2017** Prior Sale Date: **11/07/2012** Yr Built/Eff: **2005 / 2005**  
 Sale Price: **\$3,100,000** Prior Sale Price: **\$2,800,000** Air Cond: **CENTRAL**  
 Sale Type: **FULL** Prior Sale Type: **FULL** Style:   
 Document #: **393809** Acres: **0.44** Fireplace: **/**  
 1st Mtg Amt: **\$2,100,000** Lot Area: **19,144** Pool: **POOL**  
 Total Value: **\$2,970,910** # of Stories:  Roof Mat:   
 Land Use: **SFR** Park Area/Cap#: **/** Parking:

Comp #:**4** Distance From Subject:**6.89 (miles)**  
 Address: **2171 STRATFORD CIR, LOS ANGELES, CA 90077-1319**  
 Owner Name: **MELAMED ARASH & RACHEL M**  
 Seller Name: **STEINMAN FAMILY TRUST**  
 APN: **4377-048-006** Map Reference: **/** Living Area: **10,102**  
 County: **LOS ANGELES, CA** Census Tract: **2622.00** Total Rooms:   
 Subdivision: **43918** Zoning: **LARE15** Bedrooms: **6**  
 Rec Date: **06/30/2017** Prior Rec Date: **10/10/2007** Bath(F/H): **8 /**  
 Sale Date: **03/28/2017** Prior Sale Date: **09/27/2007** Yr Built/Eff: **2001 / 2001**  
 Sale Price: **\$5,000,000** Prior Sale Price: **\$4,950,000** Air Cond: **CENTRAL**  
 Sale Type: **FULL** Prior Sale Type: **FULL** Style:   
 Document #: **734045** Acres: **0.44** Fireplace: **/**  
 1st Mtg Amt: **\$3,250,000** Lot Area: **18,983** Pool: **POOL**  
 Total Value: **\$5,602,277** # of Stories:  Roof Mat:   
 Land Use: **SFR** Park Area/Cap#: **/** Parking:

Comp #:**5** Distance From Subject:**0.93 (miles)**  
 Address: **2727 CARDWELL PL, LOS ANGELES, CA 90046-1201**  
 Owner Name: **PROTEGE DEV LLC**  
 Seller Name: **EHRENBERG HOWARD**  
 APN: **5570-027-010** Map Reference: **33-E1 /** Living Area: **11,158**  
 County: **LOS ANGELES, CA** Census Tract: **1941.02** Total Rooms:   
 Subdivision: **13369** Zoning: **LARE11** Bedrooms: **6**  
 Rec Date: **08/18/2017** Prior Rec Date: **02/28/2014** Bath(F/H): **8 /**  
 Sale Date: **08/10/2017** Prior Sale Date: **02/19/2014** Yr Built/Eff: **1992 / 1992**  
 Sale Price: **\$5,000,000** Prior Sale Price: **\$5,100,000** Air Cond: **CENTRAL**  
 Sale Type: **FULL** Prior Sale Type: **FULL** Style:   
 Document #: **938291** Acres: **1.59** Fireplace: **/**  
 1st Mtg Amt:  Lot Area: **69,220** Pool: **POOL**  
 Total Value: **\$5,386,848** # of Stories:  Roof Mat:   
 Land Use: **SFR** Park Area/Cap#: **/** Parking:

Comp #:**6** Distance From Subject:**18.25 (miles)**  
 Address: **25305 PRADO DE LOS SUEÑOS, CALABASAS, CA 91302-3648**  
 Owner Name: **YJA SHOUP AVENUE 1 FAMILY LP**  
 Seller Name: **BROOME DAVID**  
 APN: **2069-089-001** Map Reference: **/** Living Area: **9,611**  
 County: **LOS ANGELES, CA** Census Tract: **8002.02** Total Rooms:   
 Subdivision: **35596-07** Zoning: **CSRS** Bedrooms: **6**  
 Rec Date: **06/26/2017** Prior Rec Date: **10/26/2012** Bath(F/H): **7 /**  
 Sale Date: **05/31/2017** Prior Sale Date: **10/12/2012** Yr Built/Eff: **2007 / 2007**  
 Sale Price: **\$8,100,000** Prior Sale Price: **\$5,400,000** Air Cond: **CENTRAL**  
 Sale Type: **FULL** Prior Sale Type: **FULL** Style:   
 Document #: **705796** Acres: **1.19** Fireplace: **/**  
 1st Mtg Amt: **\$5,000,000** Lot Area: **51,815** Pool: **POOL**  
 Total Value: **\$5,729,617** # of Stories:  Roof Mat:   
 Land Use: **SFR** Park Area/Cap#: **/** Parking:

Comp #:**7** Distance From Subject:**10.7 (miles)**  
 Address: **488 S SAN RAFAEL AVE, PASADENA, CA 91105-1528**  
 Owner Name: **DEUTSCH FAMILY TRUST**  
 Seller Name: **VERACIOUS HOLDINGS LTD**  
 APN: **5714-031-002** Map Reference: **26-E5 /** Living Area: **8,573**  
 County: **LOS ANGELES, CA** Census Tract: **4638.00** Total Rooms: **13**

Subdivision:	<b>SAN RAFAEL HEIGHTS TR 02</b>	Zoning:	<b>PSR1</b>	Bedrooms:	<b>6</b>
Rec Date:	<b>03/28/2017</b>	Prior Rec Date:	<b>07/30/2012</b>	Bath(F/H):	<b>5 /</b>
Sale Date:	<b>03/10/2017</b>	Prior Sale Date:	<b>07/20/2012</b>	Yr Built/Eff:	<b>1925 / 1925</b>
Sale Price:	<b>\$7,300,000</b>	Prior Sale Price:	<b>\$5,330,000</b>	Air Cond:	
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	<b>SPANISH</b>
Document #:	<b>337457</b>	Acres:	<b>2.21</b>	Fireplace:	<b>Y / 3</b>
1st Mtg Amt:		Lot Area:	<b>96,464</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$5,655,343</b>	# of Stories:	<b>2.00</b>	Roof Mat:	<b>TILE</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/ 5</b>	Parking:	<b>PARKING AVAIL</b>

Comp #:8 Distance From Subject:37.63 (miles)

Address: **1027 STONY BROOK CT, CLAREMONT, CA 91711-1834**

Owner Name: **PARK EDWARD H & ASHLEE D TRUST**

Seller Name: **LI FAMILY TRUST**

APN:	<b>8671-004-018</b>	Map Reference:	<b>/</b>	Living Area:	<b>10,285</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>4002.05</b>	Total Rooms:	
Subdivision:	<b>PARCEL MAP 67990</b>	Zoning:	<b>CLRA1*</b>	Bedrooms:	<b>6</b>
Rec Date:	<b>09/11/2017</b>	Prior Rec Date:	<b>12/14/2012</b>	Bath(F/H):	<b>8 /</b>
Sale Date:	<b>08/24/2017</b>	Prior Sale Date:	<b>10/09/2012</b>	Yr Built/Eff:	<b>2010 / 2010</b>
Sale Price:	<b>\$3,000,000</b>	Prior Sale Price:	<b>\$2,500,000</b>	Air Cond:	<b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	
Document #:	<b>1026031</b>	Acres:	<b>1.00</b>	Fireplace:	<b>/</b>
1st Mtg Amt:	<b>\$2,400,000</b>	Lot Area:	<b>43,675</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$2,652,493</b>	# of Stories:		Roof Mat:	
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>	Parking:	

Comp #:9 Distance From Subject:17.58 (miles)

Address: **641 GLORIA RD, ARCADIA, CA 91006-2124**

Owner Name: **BAYSHIRE GROUP INC**

Seller Name: **SGV PROPERTY FUND II LLC**

APN:	<b>5769-017-014</b>	Map Reference:	<b>28-C3 /</b>	Living Area:	<b>9,954</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>4306.00</b>	Total Rooms:	<b>6</b>
Subdivision:	<b>13345</b>	Zoning:	<b>ARR0YY</b>	Bedrooms:	<b>5</b>
Rec Date:	<b>09/22/2017</b>	Prior Rec Date:	<b>12/12/2013</b>	Bath(F/H):	<b>9 /</b>
Sale Date:	<b>09/11/2017</b>	Prior Sale Date:	<b>12/11/2013</b>	Yr Built/Eff:	<b>2015 / 2015</b>
Sale Price:	<b>\$5,388,000</b>	Prior Sale Price:	<b>\$2,337,500</b>	Air Cond:	<b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	<b>CONVENTIONAL</b>
Document #:	<b>1090165</b>	Acres:	<b>0.54</b>	Fireplace:	<b>Y / 1</b>
1st Mtg Amt:		Lot Area:	<b>23,660</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$4,709,739</b>	# of Stories:	<b>1.00</b>	Roof Mat:	<b>WOOD SHAKE</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/ 2</b>	Parking:	<b>PARKING AVAIL</b>

Comp #:10 Distance From Subject:6.89 (miles)

Address: **2185 STRATFORD CIR, LOS ANGELES, CA 90077-1319**

Owner Name: **KIM EDDIE & ANA**

Seller Name: **GROVER BEETA TRUST**

APN:	<b>4377-048-007</b>	Map Reference:	<b>/</b>	Living Area:	<b>8,715</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>2622.00</b>	Total Rooms:	
Subdivision:	<b>43918</b>	Zoning:	<b>LARE15</b>	Bedrooms:	<b>6</b>
Rec Date:	<b>07/07/2017</b>	Prior Rec Date:	<b>06/26/2002</b>	Bath(F/H):	<b>7 /</b>
Sale Date:	<b>06/07/2017</b>	Prior Sale Date:	<b>05/23/2002</b>	Yr Built/Eff:	<b>2000 / 2000</b>
Sale Price:	<b>\$5,300,000</b>	Prior Sale Price:	<b>\$3,200,000</b>	Air Cond:	<b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	
Document #:	<b>759739</b>	Acres:	<b>0.43</b>	Fireplace:	<b>/</b>
1st Mtg Amt:	<b>\$3,200,000</b>	Lot Area:	<b>18,733</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$6,120,000</b>	# of Stories:		Roof Mat:	
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>	Parking:	

Comp #:11 Distance From Subject:9.95 (miles)

Address: **13916 W SUNSET BLVD, PACIFIC PALISADES, CA 90272-4024**

Owner Name: **13916 WEST SUNSET BOULEVARD LL**

Seller Name: **YEHUDA YARON**

APN:	<b>4408-011-005</b>	Map Reference:	<b>40-E3 /</b>	Living Area:	<b>9,178</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>2628.02</b>	Total Rooms:	<b>6</b>
Subdivision:	<b>8978</b>	Zoning:	<b>LARE11</b>	Bedrooms:	<b>5</b>
Rec Date:	<b>07/13/2017</b>	Prior Rec Date:	<b>03/12/2015</b>	Bath(F/H):	<b>9 /</b>
Sale Date:	<b>07/10/2017</b>	Prior Sale Date:	<b>02/06/2015</b>	Yr Built/Eff:	<b>2016 / 2016</b>
Sale Price:	<b>\$8,200,000</b>	Prior Sale Price:	<b>\$2,814,000</b>	Air Cond:	<b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	<b>CONTEMPORARY</b>

Document #:	<b>783872</b>	Acres:	<b>0.33</b>	Fireplace:	<b>Y / 1</b>
1st Mtg Amt:		Lot Area:	<b>14,237</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$13,764,326</b>	# of Stories:	<b>1.00</b>	Roof Mat:	<b>WOOD SHAKE</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/ 2</b>	Parking:	<b>PARKING AVAIL</b>

Comp #:12 Distance From Subject:8.53 (miles)

Address: **457 N ROCKINGHAM AVE, LOS ANGELES, CA 90049-2637**

Owner Name: **LEWIS FAMILY TRUST**

Seller Name: **LEMKIN TODD & KASEY TRUST**

APN:	<b>4406-004-010</b>	Map Reference:	<b>41-A2 /</b>	Living Area:	<b>10,185</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>2623.03</b>	Total Rooms:	<b>12</b>
Subdivision:	<b>4095</b>	Zoning:	<b>LARE20</b>	Bedrooms:	<b>6</b>
Rec Date:	<b>02/14/2017</b>	Prior Rec Date:	<b>03/26/2010</b>	Bath(F/H):	<b>8 /</b>
Sale Date:	<b>01/30/2017</b>	Prior Sale Date:	<b>03/23/2010</b>	Yr Built/Eff:	<b>1937 / 1990</b>
Sale Price:	<b>\$11,500,000</b>	Prior Sale Price:	<b>\$8,500,000</b>	Air Cond:	<b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	<b>CONVENTIONAL</b>
Document #:	<b>180637</b>	Acres:	<b>0.66</b>	Fireplace:	<b>Y / 4</b>
1st Mtg Amt:	<b>\$3,000,000</b>	Lot Area:	<b>28,623</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$9,469,455</b>	# of Stories:	<b>2.00</b>	Roof Mat:	<b>WOOD SHAKE</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/ 5</b>	Parking:	<b>PARKING AVAIL</b>

Comp #:13 Distance From Subject:9.18 (miles)

Address: **1669 SAN ONOFRE DR, PACIFIC PALISADES, CA 90272-2736**

Owner Name: **VICTROLA 89 LLC**

Seller Name: **JAMAN PROPERTIES 8 LLC**

APN:	<b>4425-002-034</b>	Map Reference:	<b>40-F2 /</b>	Living Area:	<b>9,441</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>2624.00</b>	Total Rooms:	<b>8</b>
Subdivision:	<b>9313</b>	Zoning:	<b>LAR1</b>	Bedrooms:	<b>7</b>
Rec Date:	<b>02/17/2017</b>	Prior Rec Date:	<b>02/14/2013</b>	Bath(F/H):	<b>10 /</b>
Sale Date:	<b>02/10/2017</b>	Prior Sale Date:	<b>01/22/2013</b>	Yr Built/Eff:	<b>1956 / 2015</b>
Sale Price:	<b>\$22,000,000</b>	Prior Sale Price:	<b>\$5,211,000</b>	Air Cond:	<b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	<b>CONTEMPORARY</b>
Document #:	<b>195975</b>	Acres:	<b>0.64</b>	Fireplace:	<b>Y / 2</b>
1st Mtg Amt:		Lot Area:	<b>27,943</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$8,514,485</b>	# of Stories:	<b>1.00</b>	Roof Mat:	<b>GRAVEL &amp; ROCK</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/ 3</b>	Parking:	<b>PARKING AVAIL</b>

Comp #:14 Distance From Subject:2.76 (miles)

Address: **370 N JUNE ST, LOS ANGELES, CA 90004-1042**

Owner Name: **WON FAMILY TRUST/ROTH JOSHUA & SONYA**

Seller Name: **370 NORTH JUNE OWL HOLDINGS LL**

APN:	<b>5523-003-005</b>	Map Reference:	<b>34-C5 /</b>	Living Area:	<b>8,516</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>1923.00</b>	Total Rooms:	
Subdivision:	<b>8320</b>	Zoning:	<b>LAR1</b>	Bedrooms:	<b>6</b>
Rec Date:	<b>02/28/2017</b>	Prior Rec Date:	<b>12/02/2014</b>	Bath(F/H):	<b>9 /</b>
Sale Date:	<b>02/26/2017</b>	Prior Sale Date:	<b>11/14/2014</b>	Yr Built/Eff:	<b>1926 / 1980</b>
Sale Price:	<b>\$8,225,000</b>	Prior Sale Price:	<b>\$7,100,000</b>	Air Cond:	<b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	
Document #:	<b>236294</b>	Acres:	<b>0.49</b>	Fireplace:	<b>Y / 1</b>
1st Mtg Amt:	<b>\$4,999,999</b>	Lot Area:	<b>21,230</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$7,352,440</b>	# of Stories:	<b>2.00</b>	Roof Mat:	
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/ 3</b>	Parking:	<b>PARKING AVAIL</b>

Comp #:15 Distance From Subject:5.39 (miles)

Address: **256 COPA DE ORO RD, LOS ANGELES, CA 90077-3804**

Owner Name: **GGG INVESTMENTS LLC**

Seller Name: **GOLD CUP DRIVE LLC**

APN:	<b>4362-021-007</b>	Map Reference:	<b>32-E5 /</b>	Living Area:	<b>8,932</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>2621.00</b>	Total Rooms:	<b>14</b>
Subdivision:	<b>BEL-AIR</b>	Zoning:	<b>LARE20</b>	Bedrooms:	<b>9</b>
Rec Date:	<b>05/25/2017</b>	Prior Rec Date:	<b>03/27/2013</b>	Bath(F/H):	<b>8 /</b>
Sale Date:	<b>04/28/2017</b>	Prior Sale Date:	<b>03/14/2013</b>	Yr Built/Eff:	<b>1929 / 1982</b>
Sale Price:	<b>\$33,900,000</b>	Prior Sale Price:	<b>\$18,000,000</b>	Air Cond:	
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	<b>SPANISH</b>
Document #:	<b>579371</b>	Acres:	<b>0.90</b>	Fireplace:	<b>Y / 5</b>
1st Mtg Amt:		Lot Area:	<b>39,053</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$19,188,855</b>	# of Stories:	<b>2.00</b>	Roof Mat:	<b>TILE</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/ 4</b>	Parking:	<b>PARKING AVAIL</b>

## Comp #:16

Distance From Subject:5 (miles)

Address:	<b>3351 CLERENDON RD, BEVERLY HILLS, CA 90210-1072</b>		
Owner Name:	<b>MOGHAVEM S &amp; S FAMILY TRUST</b>		
Seller Name:	<b>MULHOLLAND M C TRUST</b>		
APN:	<b>2272-033-016</b>	Map Reference:	<b>22-E5 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>1417.00</b>
Subdivision:	<b>45004</b>	Zoning:	<b>LARE15</b>
Rec Date:	<b>08/08/2017</b>	Prior Rec Date:	<b>03/30/2007</b>
Sale Date:	<b>06/08/2017</b>	Prior Sale Date:	<b>03/09/2007</b>
Sale Price:	<b>\$5,850,000</b>	Prior Sale Price:	<b>\$7,335,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>
Document #:	<b>890518</b>	Acres:	<b>0.51</b>
1st Mtg Amt:	<b>\$3,350,000</b>	Lot Area:	<b>22,217</b>
Total Value:	<b>\$7,000,000</b>	# of Stories:	<b>3.00</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>
		Living Area:	<b>8,454</b>
		Total Rooms:	<b>12</b>
		Bedrooms:	<b>5</b>
		Bath(F/H):	<b>7 /</b>
		Yr Built/Eff:	<b>1990 / 1990</b>
		Air Cond:	<b>CENTRAL</b>
		Style:	<b>CONTEMPORARY</b>
		Fireplace:	<b>Y / 4</b>
		Pool:	<b>POOL</b>
		Roof Mat:	<b>SLATE</b>
		Parking:	<b>GARAGE</b>

## Comp #:17

Distance From Subject:13.41 (miles)

Address:	<b>20637 KINGSBORO WAY, WOODLAND HILLS, CA 91364-3457</b>		
Owner Name:	<b>FRANCIS OF FRAKES TRUST</b>		
Seller Name:	<b>AFSHAR JALAL &amp; MEHRMAH</b>		
APN:	<b>2174-004-012</b>	Map Reference:	<b>13-D2 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>1380.00</b>
Subdivision:	<b>33392</b>	Zoning:	<b>LARA</b>
Rec Date:	<b>08/25/2017</b>	Prior Rec Date:	<b>02/18/1993</b>
Sale Date:	<b>07/10/2017</b>	Prior Sale Date:	
Sale Price:	<b>\$2,800,000</b>	Prior Sale Price:	
Sale Type:	<b>FULL</b>	Prior Sale Type:	
Document #:	<b>967284</b>	Acres:	<b>0.40</b>
1st Mtg Amt:		Lot Area:	<b>17,438</b>
Total Value:	<b>\$2,875,596</b>	# of Stories:	
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>
		Living Area:	<b>8,909</b>
		Total Rooms:	<b>10</b>
		Bedrooms:	<b>5</b>
		Bath(F/H):	<b>7 /</b>
		Yr Built/Eff:	<b>1988 / 1988</b>
		Air Cond:	<b>CENTRAL</b>
		Style:	
		Fireplace:	<b>Y / 4</b>
		Pool:	<b>POOL</b>
		Roof Mat:	
		Parking:	<b>GARAGE</b>

## Comp #:18

Distance From Subject:3.59 (miles)

Address:	<b>46 BEVERLY PARK CIR, BEVERLY HILLS, CA 90210-1565</b>		
Owner Name:	<b>LEIBEL CODY</b>		
Seller Name:	<b>PARK CIRCLE PROPERTIES LLC</b>		
APN:	<b>4386-014-026</b>	Map Reference:	<b>33-A1 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>2611.02</b>
Subdivision:	<b>38057</b>	Zoning:	<b>LARE40</b>
Rec Date:	<b>06/12/2017</b>	Prior Rec Date:	<b>06/25/2015</b>
Sale Date:	<b>06/07/2017</b>	Prior Sale Date:	<b>05/27/2015</b>
Sale Price:	<b>\$25,150,000</b>	Prior Sale Price:	<b>\$22,250,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>
Document #:	<b>644567</b>	Acres:	<b>1.80</b>
1st Mtg Amt:	<b>\$12,575,000</b>	Lot Area:	<b>78,471</b>
Total Value:	<b>\$23,041,096</b>	# of Stories:	
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>
		Living Area:	<b>9,242</b>
		Total Rooms:	
		Bedrooms:	<b>6</b>
		Bath(F/H):	<b>7 /</b>
		Yr Built/Eff:	<b>1993 / 1993</b>
		Air Cond:	<b>CENTRAL</b>
		Style:	
		Fireplace:	<b>/</b>
		Pool:	<b>POOL</b>
		Roof Mat:	
		Parking:	

## Comp #:19

Distance From Subject:8.47 (miles)

Address:	<b>140 S CLIFFWOOD AVE, LOS ANGELES, CA 90049-3822</b>		
Owner Name:	<b>CLIFFWOOD 2017 TRUST</b>		
Seller Name:	<b>GOLDEN BOY LIVING TRUST</b>		
APN:	<b>4405-027-003</b>	Map Reference:	<b>41-A2 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>2640.00</b>
Subdivision:	<b>BRENTWOOD PARK</b>	Zoning:	<b>LARE20</b>
Rec Date:	<b>08/08/2017</b>	Prior Rec Date:	<b>12/09/2015</b>
Sale Date:	<b>07/12/2017</b>	Prior Sale Date:	<b>12/04/2015</b>
Sale Price:	<b>\$10,484,000</b>	Prior Sale Price:	<b>\$9,935,000</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>
Document #:	<b>891950</b>	Acres:	<b>0.44</b>
1st Mtg Amt:		Lot Area:	<b>19,258</b>
Total Value:	<b>\$10,133,700</b>	# of Stories:	<b>2.00</b>
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/ 2</b>
		Living Area:	<b>8,829</b>
		Total Rooms:	<b>9</b>
		Bedrooms:	<b>4</b>
		Bath(F/H):	<b>5 /</b>
		Yr Built/Eff:	<b>1994 / 1994</b>
		Air Cond:	<b>CENTRAL</b>
		Style:	<b>CONVENTIONAL</b>
		Fireplace:	<b>Y / 1</b>
		Pool:	<b>POOL</b>
		Roof Mat:	<b>GRAVEL &amp; ROCK</b>
		Parking:	<b>PARKING AVAIL</b>

## Comp #:20

Distance From Subject:6.77 (miles)

Address:	<b>11607 MORAGA LN, LOS ANGELES, CA 90049-1645</b>		
Owner Name:	<b>HAGHNAZARZADEH JOSEF/NAZAR CATHERINE</b>		
Seller Name:	<b>CHIAGI INVESTORS LTD</b>		
APN:	<b>4368-002-010</b>	Map Reference:	<b>32-C4 /</b>
County:	<b>LOS ANGELES, CA</b>	Census Tract:	<b>2622.00</b>
		Living Area:	<b>9,518</b>
		Total Rooms:	



Subdivision:	<b>31650</b>	Zoning:	<b>LARE40</b>	Bedrooms:	<b>6</b>
Rec Date:	<b>05/05/2017</b>	Prior Rec Date:	<b>06/29/2006</b>	Bath(F/H):	<b>8 /</b>
Sale Date:	<b>04/06/2017</b>	Prior Sale Date:	<b>06/26/2006</b>	Yr Built/Eff:	<b>1999 / 1999</b>
Sale Price:	<b>\$10,500,000</b>	Prior Sale Price:	<b>\$12,000,000</b>	Air Cond:	<b>CENTRAL</b>
Sale Type:	<b>FULL</b>	Prior Sale Type:		Style:	
Document #:	<b>503867</b>	Acres:	<b>0.86</b>	Fireplace:	<b>/</b>
1st Mtg Amt:		Lot Area:	<b>37,600</b>	Pool:	<b>POOL</b>
Total Value:	<b>\$14,129,975</b>	# of Stories:		Roof Mat:	
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>	Parking:	

# EXHIBIT D

ASSIGNED INSPECTOR: **STUART BYLES**

Date: **October 13, 2017**

JOB ADDRESS: **2450 NORTH SOLAR DRIVE, LOS ANGELES, CA**

ASSESSORS PARCEL NO. (APN): **5571-025-042**

CASE#: **709646**

ORDER NO: **A-3977007**

EFFECTIVE DATE OF ORDER TO COMPLY: **January 29, 2016**

COMPLIANCE EXPECTED DATE: **February 28, 2016**

DATE COMPLIANCE OBTAINED: **No Compliance To Date**

.....

## LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

### **VIOLATIONS:**

SEE ATTACHED ORDER # **A-3977007**

1066830201616483

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

VAN AMBATIELOS  
PRESIDENT

E. FELICIA BRANNON  
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL

GEORGE HOVAGUIMIAN

JAVIER NUNEZ

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI

MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

RAYMOND S. CHAN, C.E., S.E.  
GENERAL MANAGER

FRANK BUSH  
EXECUTIVE OFFICER

ORDER TO COMPLY AND NOTICE OF FEE

NICHOLAS A. KEROS KEROS  
1151 ARDEN RD  
PASADENA, CA 91106-4143

The undersigned mailed this notice  
by regular mail, postage prepaid,  
to the addressee on this day,

FEB 05 2016

To the address as shown on the  
last equalized assessment roll  
Initiated by NV

CASE #: 709646

ORDER #: A-3977007

EFFECTIVE DATE: January 29, 2016

COMPLIANCE DATE: February 28, 2016

OWNER OF

SITE ADDRESS: 2450 N SOLAR DR

ASSESSORS PARCEL NO.: 5571-025-042

ZONE: RE40; Min. Lot 40,000 Sq. Ft.

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

FURTHER, THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WILL BE BILLED TO THE PROPERTY OWNER. The invoice/notice will be sent to the owner as it appears on the last equalized assessment roll. Section 98.0421 L.A.M.C.

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00.

Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

**VIOLATION(S):**

**1. Grading was performed without first obtaining a permit.**

You are therefore ordered to: Obtain all required grading permits and approvals.

Code Section(s) in Violation: 91.106.1.2, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Location: Stairs to East side of property.

**2. The approximate 4' foot x 300'ft construction of a wood stairway with landings was/is constructed without the required permits and approvals.**

You are therefore ordered to: 1) Demolish and remove all construction work performed without the required permit(s). 2) Restore the existing structure(s) to its originally approved condition, OR 3) Submit plans, obtain the required permits and expose the work for proper inspections.

Code Section(s) in Violation: 91.8105, 91.106.1.1, 91.106.1.2, 91.108.4, 91.106.3.2, 91.103.1, 93.0104, 94.103.1.1, 95.112.1, 91.5R106.1.1, 91.5R106.1.2, 91.5R108.4, 91.5R106.3.2, 91.5R103.1, 12.21A.1.(a) of the L.A.M.C.

Location: East side of property



CODE ENFORCEMENT BUREAU

For routine City business and non-emergency services: Call 3-1-1

www.ladbs.org

Comments: Grading permit will be required as well.

**NON-COMPLIANCE FEE WARNING:**

**YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION (S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED.** Failure to correct the violations and arrange for the compliance inspection within 15 days from the Compliance Date, will result in imposition of the fee noted below.

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of \$660.00 may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

**NOTE:** FAILURE TO PAY THE NON -COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF **\$2,310.00.**

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

**PENALTY WARNING:**

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

**INVESTIGATION FEE REQUIRED:**

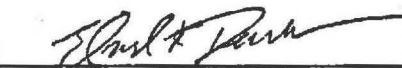
Whenever any work has been commenced without authorization by a permit or application for inspection, and which violates provisions of Articles 1 through 8 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.), and if no order has been issued by the department or a court of law requiring said work to proceed, a special investigation fee which shall be double the amount charged for an application for inspection, license or permit fee, but not less than \$400.00, shall be collected on each permit, license or application for inspection. Section 98.0402 (a) L.A.M.C.

**APPEAL PROCEDURES:**

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

If you have any questions or require any additional information please feel free to contact me at (213)252-3033.  
Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

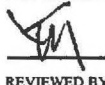
Inspector:



Date: January 25, 2016

EDMOND DECKERT  
3550 WILSHIRE BLVD. SUITE 1800  
LOS ANGELES, CA 90010  
(213)252-3033

Edmond.Deckert@lacity.org

  
REVIEWED BY