

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING RESALES AND ASSUMPTIONS

PROMISSORY NOTE
Twenty-Year Amortization

\$20,000.00

March 29, 2012
Pleasanton, California

FOR VALUE RECEIVED, the undersigned Julie A. DaRocha ("Borrower") promise(s) to pay to the City of Pleasanton (the "City"), or order at 123 Main Street, Pleasanton, California 94566, or such other place as the City may designate in writing, the principal sum of \$20,000.00 plus interest at the rate of three and one-half percent (3½ %). This Note will accrue simple interest at a rate of three and one-half percent (3½ %) amortized over twenty (20) years. Equal monthly payments of approximately \$115.99 shall be made over the twenty-year period of the Note.

This note is due and payable: upon sale, conveyance, assignment, hypothecation, or any other transfer to any party(ies) of any interest of the Borrower and described below; if the property shall cease to be the principal residence of the Borrower.

Payments hereunder will be made in the lawful money of the United States of America at 123 Main Street, Pleasanton, California 94566 ("Holder"), or any other places as Holder may from time to time designate in writing. Payments are due to the City on the first of each month, starting May 1, 2012, and are considered late on the fifth of each month. A 5% late penalty will be charged to all payments received after the fifth of the month.

This Note is secured by a Deed of Trust executed by the borrower in favor of the Holder. This Note shall be governed and construed in accordance with the laws of the State of California. If the undersigned is more than one, each covenant and obligation contained herein shall be joint and several.

1. Security. This Note is secured by a Deed of Trust dated the same date as this Note (the "Deed of Trust") to secure the property located at 248 Birch Creek Terrace, Pleasanton, CA 94566, as part of the City of Pleasanton Down Payment Assistance Program.

2. Restricted Assumptions. Borrower(s) acknowledge(s) that this Note is given in connection with the purchase of property (the "Residence") as part of the program of the City to assist in the development of homes for low and moderate income persons. Consequently, this Note is not automatically assumable, but is subject to resale restrictions outlined in this Note and which allows the City to accelerate all amounts due under this Note if any subsequent sale or transfer of the Residence of any kind does not comply with the provisions of the Program Guidelines.

3. Repayment. The total amount of the principal and accrued interest owed under this Note shall immediately become due and payable (i) in the event of a default by Borrower

under this Note, the Deed of Trust, or (ii) on the date a Transfer is made whether voluntarily, involuntarily, or by operation of law and whether by deed, contract of sale, give, devise, bequest or otherwise. Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due in the event of a subsequent Transfer.

The borrower must notify Holder at least 30 days in advance prior to discontinuing residency of the property as primary residence. Should the Borrower desire to rent the property, a formal request to the Holder must be made. The City, at its sole discretion, elects to allow the Borrower to rent the property, provided the Borrower enters into a Rental Agreement, whereby the Borrower agrees to rent the unit to a low income tenant at a restricted rent level for a designated term. Should the City not make this election, or should the Borrower not desire to enter into such Agreement, then the Note is due and payable within thirty (30) days. Any prepayment of this loan shall require payment of the entire amount of principal plus interest accrued to the nearest date.

Should the Borrower desire to sell the property during the term of this note, the City may, in its sole discretion elect to enable a buyer to assume the remainder of the mortgage on the original terms provided the buyer qualifies under the City of Pleasanton Home Ownership Program Guidelines in effect at the time of the purchase/assumption. Should the City elect not to enable an assumption of the mortgage, or if the buyer does not qualify as eligible under the City's Program Guidelines, then the Note becomes due and payable within thirty (30) days.

Presentment, demand, protest and notice are hereby expressly waived by the undersigned. Should payment hereof not be made when due, the undersigned further promises to pay all costs of collections, including, without limitations, attorney fees, incurred by Holder in connection herewith.

In case of default or non compliance with any of the terms of this loan hereto before, the undersigned shall pay additional interest at the rate of seven (7) percent per annum on the unpaid principal.

The City shall forgive interest and principal due under this Note at the time of a Transfer, prepayment, or repayment of this Note to the extent necessary to ensure that the sum of (a) the Borrower's obligations to repay the principal and interest due on this Note and on all promissory notes secured by deeds of trust superior to the deed of trust securing this Note, and (b) plus the amount of the Borrower's original down payment do not exceed the appraised value of the house at the time of sale.

4. Transfer of Property Transfer shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest for more than two (2) months during any twelve (12) month period without the written consent of the City, or an interest evidenced by a land contract by which possession of the Residence is transferred and Borrower retains title, except transfers by gift, devise or inheritance to an existing spouse, surviving joint tenant, or a spouse as part of a dissolution proceeding, or in connection with marriage shall not be a transfer for purposes of this Note.

5. Attorney Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition to principal and interest, all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

6. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

7. No Deficiency Judgment. This Note constitutes a portion of the unpaid balance of the purchase price of the Residence. Borrower shall have no personal liability for any deficiency on this Note and the only remedy available to the City or any holder in due course shall be foreclosure pursuant to law as provided in the Deed of Trust securing this Note or applicable equitable relief.

8. City Assignment. The City may assign this Note to any person and upon notice to Borrower by the City, all payments shall be made to the assignee.

9. Restrictions on Foreclosure Proceeds. If a creditor acquires title to the Residence through a deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, the Borrower shall not be entitled to the proceeds of sale to the extent that such proceeds, when added to the amount paid or credited to the creditor, exceed the amount the Borrower would have received by a sale in accordance with the program. The Borrower shall instruct the holder of such excess proceeds to pay such proceeds to the City as repayment for, and in consideration of, the assistance provided by the City in the acquisition and development of the Residence.

BORROWER



Julie A. DaRocha

**RECORDING REQUESTED BY
CHICAGO TITLE COMPANY**

Order No. Escrow No. 59719830-SL

AND WHEN RECORDED MAIL TO

Name City of Pleasanton

Street City Clerk's Office
Address 123 Main St.

City & State Pleasanton, CA 94566

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
Chicago Title Company

By W. J. [Signature]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
(INDIVIDUAL)
(DUE ON SALE CLAUSE)**

A.P.N. 094 -0221-019-00

This Deed of Trust, made this 24th day of March, 2012, between Julie A. DaRocha, herein called **Trustor**, whose address is 248 Birch Creek Terrace, Pleasanton, California 94566 (number and street, city, state, zip), Chicago Title Company, a California corporation, herein called **Trustee**, and the City of Pleasanton, herein called **Beneficiary**,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Alameda County, California, described as:

A CONDOMINIUM COMPRISED OF:

PARCEL ONE: An undivided fee simple interest as a tenant in common of the common area equal to the reciprocal of the number of residential units located within the building envelope in which the residential unit is situated and which is located within Lot 1, as shown on that certain map entitled "Parcel Map No. 9328", which map was filed in the office of the Recorder of the County of Alameda, State of California on September 20, 2007, in Book 302 of Parcel Maps, Page 3, and as shown on the Condominium Plan recorded November 1, 2007, as Instrument No. 2007-382111 of Official Records ("Condominium Plan") and defined in the Declaration of Covenants, Conditions and Restrictions of Birch Terrace recorded November 1, 2007, as Instrument No. 2007-382110 of Official Records together with any amendments, modifications, or annexations thereto, as may occur from time to time ("Declaration").

Excepting therefrom, certain easements for the purposes described in the Declaration and the map of record referenced above, and such other easements as may be of record as of the date hereof.

PARCEL TWO: Residential Unit 17, as shown on the Condominium Plan and defined in the Declaration.

PARCEL THREE: An exclusive easement over the portion of the common area and/or association property (as defined in the Declaration) designated as being appurtenant to the residential unit in the condominium plan.

APN: 094 -0221-019-00

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary, shall have the right, at its option, except as prohibited by law, to declare an indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future successive transactions.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 20,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

Notated California 51

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of the county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Mann	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

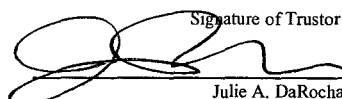
(which provisions, identical in all counties, are printed on attached herewith) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

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

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

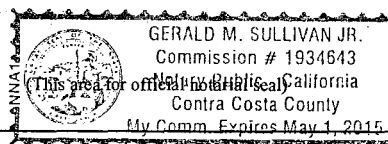
} SS.

On 3/29/12, 2012, before me, GERALD M. SULLIVAN JR.
Notary Public personally appeared Julie A. DaRocha personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature of Trustor

Julie A. DaRocha

WITNESS my hand and official seal.

Signature



FOR RECONVEYANCE SEND TO THE NEAREST OFFICE OF CHICAGO TITLE COMPANY
REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated _____

TO CHICAGO TITLE COMPANY, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

(By) _____

(By) _____

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

Escrow No.: 12-59719707-SL
Locate No.: CACTI7701-7701-5597-0059719707
Title No.: 12-59719707-JK

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLEASANTON, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 64, TRACT 2629, FILED AUGUST 4, 1964, MAP BOOK 49, PAGE 16, ALAMEDA COUNTY RECORDS.

APN: 946-2548-028