

«f80»

«f81»

«f82», «f83»

## NOTE SECURED BY DEED OF TRUST INSTALLMENT NOTE - INTEREST INCLUDED

\$ «f20»,

«f82» California, «f29».

In installments as herein stated, for value received, «f5» «f6» «f7» «f8» «f10» «f11» «f12» promise(s) to pay to «f38» «f39», or order, at «f82», California, or at such other place as may be designated by the Holder of this Note, the sum of «f206», («f20») DOLLARS, with interest from «f36» on unpaid principal at rate of «f22» percent («f22» %) per annum; principal and interest payable in installments of «f205», «f24» DOLLARS, on the «f45» day of each calendar month, beginning on the day of «f31» and all sums of principal and interest thereafter until «f27» at which time all sums of principal and interest then remaining unpaid shall be due and payable in full.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal credited. Upon default in payment of any installment, then the balance of this obligation shall become due immediately at the option of the HOLDER hereof. Principal and interest payable in lawful money of the United States.

If this Note is not paid when due I promise to pay in addition all costs of collection and reasonable attorney's fees incurred by the Holder thereof on account of such collection, whether or not suit is filed hereon. Each Maker consents to renewals, replacements, and extensions of time for payments hereof before, at, or after maturity; consents to the acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made within seven (7) years of the date of execution shall be subject to the following prepayment charge, whether such prepayment is voluntary, involuntary or results from default in any term of this Note or the Deed of Trust by which it is secured: a sum equal to the payment of six (6) months advance interest on the amount prepaid in any twelve (12) month period in excess of twenty percent (20%) of the unpaid balance will be charged. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be in the amount of advance interest for the remaining term on the amount prepaid in excess of twenty percent (20%) of the unpaid balance.

This Note is secured by a Deed of Trust to «f80» (a California Corporation), as Trustee.

If any installment due hereunder is delinquent more than ten (10) days, I agree to pay a late charge on each such installment in the amount of \$5.00 or 10% of the delinquent payment, whichever is larger. In the event a balloon payment is delinquent more than ten (10) days after the date it is due, I agree to pay a late charge in an amount equal to the maximum late charge that could have been assessed with respect to the largest single monthly installment previously due, other than the balloon payment, multiplied by the sum of one plus the number of months occurring since the late payment charge began to accrue.

In the event of sale or transfer of the real property, or any part thereof, described in the Deed of Trust securing the Note, the indebtedness secured thereby together with the prepayment consideration, if the aforesaid event is voluntary, involuntary or results from default on the part of the Trustor, shall, at the option of the Holder, without demand or notice, immediately become due and payable. Consent to one such transfer shall not constitute a waiver of the right to require such consent to other transfers.

### THIS NOTE INCLUDES DELINQUENCY AND PREPAYMENT CHARGES

«f5» «f6» «f7» - Borrower/Date

«f10» «f11» «f12» - Borrower/Date

(Sign original only)

\_\_\_\_\_ Date: \_\_\_\_\_

(Brokers Initials)

**DO NOT DESTROY THIS NOTE:** When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.