

DO NOT DESTROY THIS ORIGINAL NOTE: When paid, the Original Note, together with the Deed of Trust securing it, must be surrendered to Trustee for cancellation and retention before a Reconveyance will be made.

**ALL-INCLUSIVE NOTE
SECURED BY DEED OF TRUST**

\$ _____, California executed on _____

I/We ("maker") promise to pay to _____,
("payee"), the sum of _____

With interest thereon at _____ percent (_____ %) per annum, commencing on the date endorsed herein.

Principal and interest in the amount of \$ _____ is due and payable on:

The amount of this note includes the unpaid balance of the following promissory note(s) ("included notes") which are secured by deed(s) of trust:

Promissory note executed by _____
as maker, in favor of _____
_____ as payee, with an original amount of \$ _____,
and an approximate unpaid balance of \$ _____ secured by a Deed of Trust dated
_____ and recorded _____ as Instrument No. _____,
Official Records, _____ County, California; and

Promissory note executed by _____
as maker, in favor of _____
_____ as payee, with an original amount of \$ _____,
and an approximate unpaid balance of \$ _____ secured by a Deed of Trust dated
_____ and recorded _____ as Instrument No. _____,
Official Records, _____ County, California.

Payments shall be in lawful money of the United States, and when received by payee shall first be applied to accrued interest and then upon the principal balance of this note, and shall thereupon be paid upon such included notes in the amount of such installments of the included notes due or becoming due prior to the next installment date hereon.

Any prepayment of all or any portion of the unpaid balance permitted under the terms of this note may be made upon the written requirement by maker that payee prepay a proportionate amount of the unpaid balance of the included notes, if such included notes can be prepaid, provided however that any such obligation of payee shall be conditioned upon the payment by maker of any additional amount required by payee(s) of the included notes as a penalty or consideration for such prepayment.

Maker shall pay to payee in addition to the installments above set forth such additional amounts as may be required by payee(s) of the included notes for tax or insurance premium impound accounts. Such additional amounts received by the payee hereof shall be paid to the payee of the included note maintaining such impound account. Any refund to payee hereof or application of any amount from such impound account upon the principal balance or accrued interest of such included note, shall be refunded to maker or credited upon this note in like amount and manner.

Should payee fail to pay any installments when due upon any included notes as provided herein, maker may make such payments directly to payee of the included notes, and the amount shall be credited to the next following installment or installments due under this note. Any reduction in the unpaid principal balance or payment of accrued interest of the included notes, other than by payment thereupon by payee, such as by payment from an award in eminent domain, or of proceeds of insurance, shall be credited to the unpaid balance and interest hereon in like amount.

Should default be made in the payment by maker when due, the whole sum of principal and interest after first deducting therefrom all sums then due under the terms of the included note(s) shall become immediately due at the option of payee of this note. Upon any such default by maker, any payment made by payee to prevent or cure a default in the included note(s) shall be added to the then unpaid balance of this note except such amount that is credited upon the principal balance of such included note.

At any time when the total of the unpaid principal balance of this note, accrued interest thereon, all other sums due pursuant to the terms hereof, and all sums advanced by payee pursuant to the terms of the Deed of Trust securing this note, is equal to or less than the unpaid principal balance of the included note(s) and accrued interest thereon, at the request of maker or his successor in interest, this note shall be cancelled and delivered by payee to maker together with a Request for Full Reconveyance of the Deed of Trust securing this note.

If action be instituted of this note, maker promises to pay such sums as the court may fix as attorneys' fees. This note is secured by an All-Inclusive Deed of Trust.

maker

maker

The undersigned payee(s) agrees that so long as there is no uncured default by the maker of this note in the payment obligations set forth herein or in the obligations secured by the Deed of Trust securing this note:

1. To pay the installments of principal and interest as they become due on the included note or notes, and
2. To secure and cause to have recorded a Reconveyance of the Deed(s) of Trust securing the included note(s) prior to or upon the payment in full of the principal balance and interest accrued upon this note.

payee

Payee

DO NOT DESTROY THIS NOTE

NOTE: YOU ARE CAUTIONED THAT THIS DOCUMENT CREATES LEGAL RIGHTS AND DUTIES. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.