RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
County of Nevada
950 Maidu Ave.
Nevada City, CA 95959
Attn: Tyler Barrington
NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE TO BORROWER:

THIS DEED OF TRUST CONTAINS PROVISIONS RESTRICTING ASSUMPTIONS

NEVADA COUNTY
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

DEED OF TRUST
(SINGLE FAMILY OWNER-OCCUPIED RESIDENCE)

THIS DEED OF TRUST (the "Security Instrument") is made on September 11, 2024, between the Trustor(s) **Homeowner name** (the "Borrower(s)"), and **Title Company,** a California corporation, as Trustee (the "Trustee"), whose address is **Address of Title Company** for the benefit of **Nevada County,** a political subdivision of the State of California (the "Lender"), through its **Permanent Local Housing Allocation Program** (the "Program"), whose mailing address is **950 Maidu Avenue, Nevada City, CA 95959**.

BORROWER(S), IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED, IRREVOCABLY GRANTS, CONVEYS, AND ASSIGNS TO TRUSTEE, in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest (including any claim or demand in law or equity) now held or hereafter acquired in and to all of that certain real property located in **Nevada County,** State of California and described in **Exhibit A,** attached hereto and made a part hereof, which has the address of **Address of home.**

TOGETHER WITH all of the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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".

THE ABOVE GRANT, CONVEYANCE AND ASSIGNMENT ARE FOR THE PURPOSE OF SECURING TO LENDER:

a. Payment of the indebtedness evidenced by Borrower's Promissory Note dated of even date herewith (the "Note"), in the principal sum of: **Amount ($Amount),** or such lesser amount as shall equal the aggregate amount disbursed to or on behalf of Borrower(s) by Lender, payment to be in accordance with the terms of the Note and any and all amendments, modifications, extensions, or renewals thereof; the Note being evidence of a loan made by Lender

to Borrower pursuant to Nevada County Permanent Local Housing Allocation Program (the "Program").

b. Performance of the covenants and agreements of Borrower(s) herein or in the Note contained; and

c. Performance of the covenants, agreements and obligations of Borrower(s) contained in any other agreement or evidence of indebtedness of Borrower(s) to Lender now or hereafter created, whether acquired by assignment from third parties, or otherwise, where such agreement or evidence of indebtedness specifically recites that it is secured by this Deed of Trust.

BORROWER HEREBY COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any liens, encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy accepted by Lender insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment Terms: The total loan amount of $Amount will bear zero (0%) interest and will be forgiven upon expiration of the 30-year deed restriction.

2. Promissory Note: Borrower will observe and perform all of the covenants and agreements of the Note.

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under Paragraph 1 shall be applied to accrued interest due, then towards remaining principal.

    a. If the property is no longer the primary residence of the homeowner due to sale or, transfer, Borrower shall ensure one of the following requirements unless it is in conflict with the requirements of another public funding source or law:
        i. The PLHA loan and any interest thereon shall be repaid to the Local government's PLHA account. The Local government shall reuse the repayments consistent with Section 301 of the California Department of Housing and Community Development 2019 PLHA Final Guidelines; https://www.hcd.ca.gov/grants-funding/active -funding/docs/PLHA-Final-Guidelines-11-19.pdf,
        ii. Or (B) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household;
        iii. Or (C)The homeowner and the Local government shall share the equity in the unit pursuant to the equity-sharing agreement incorporated into the Restrictive Covenant between County and Borrower. The grantee shall reuse the proceeds of the equity-sharing agreement consistent with this section.

4. Payment of Taxes, Charges and Liens: Borrower shall pay, satisfy and discharge all general and special taxes, assessments, and other charges, fines and impositions levied upon or assessed against any part of the Property or upon Trustee's or the Lender's interest in the Property; all leasehold payments or ground rents, if any; each obligation and claim of every kind and nature which might or could become a lien on the Property or any part thereof; all encumbrances, charges, and liens on the Property or any portion thereof; and all payments on Notes or other obligations secured by an interest in the Property or any portion thereof, with interest in accordance with the terms thereof; by making payment, when due, directly to the payee thereof. Borrower shall promptly furnish

to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall have the right to contest in good faith any claim or lien, or payment due thereunder, provided that Borrower does so diligently, by appropriate legal proceedings, and without prejudice to Lender.

5. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss from fire, hazards included within the terms "extended coverage" and any other hazards for which Lender requires insurance, including without limitation, flood insurance and any other insurance required by law. This insurance shall be maintained in the amounts and for the periods that Lender requires, provided that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Security Instrument and all Deeds of Trust or Security Instruments prior to or superior to this Security Instrument.

   The insurance carrier providing the insurance shall be chosen by the Borrower subject to Lender's approval, which shall not be unreasonably withheld. Borrower agrees to pay all premiums on all insurance policies required from time to time.

   All insurance policies and renewals thereof shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals thereof (or copies thereof). and Borrower shall promptly furnish or cause to be furnished to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice, or shall cause prompt notice to be given, 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If the Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

   Unless Lender and Borrower otherwise agree in writing, any application of proceeds shall not extend or postpone the due date of the obligation specified in the Note or this Security Instrument or change the amount of the payments If the Property is acquired by Lender by foreclosure or otherwise, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to such sale or acquisition.

6. Preservation and Maintenance of the Property: Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, become a nuisance property, or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing. If this Security Instrument is on a unit in a condominium or planned unit development, Borrower will perform all Borrower's obligations under

the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower will not, without Lender's prior written consent, agree to the abandonment or termination of the condominium or planned unit development, any change in the percentage interest of owners in the common areas and facilities of the condominium or planned unit development, or termination of professional management and assumption of self-management of the condominium or planned unit development. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such rider are incorporated herein by this reference.

7. Protection of Lender's Rights in the Property: Mortgage Insurance : Borrower shall appear and defend any action or proceeding purporting to affect the security hereof or the rights of the Lender. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceeds involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

   Any amounts disbursed by Lender pursuant to this paragraph 7 or paragraph 10 below, with interest thereon, shall become indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the legal rate of interest. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection: Lender or its agent may make or cause to be made reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to any such inspection specifying reasonable cause for the inspection.

9. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, exercise of eminent domain, or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the rights of senior lienholders.

   In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Borrower.

   If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to

Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds of any award to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds shall not extend or postpone the date of payment or payments specified in the Note or change the amount of such payment or payments.

10. 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 any successor in interest to the Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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(s) or Borrower's successor in interest.

    Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Security Instrument. Any extension of time for performance of obligations, or for payment of amounts due, granted by Lender to Borrower, shall not operate as a waiver or release of Borrower's duties and obligations hereunder or under the Note or Restriction Agreement.

11. Remedies Cumulative: All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by Law or Equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound: Joint and Severally Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall insure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

    Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Captions: The captions and headings of the paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions thereof.

14. Legislation Affecting Lender's Rights: If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 18.

Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by mailing such notice by certified mail directed to the Property address or any other address Borrower designates by notice to Lender as provided herein; and, (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's mailing address stated herein or such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Governing Law: Severability: This Security Instrument shall be governed by federal law and the law of the State of California. In the event that any provision or clause of this Security Instrument or the Note conflicts 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy: Borrower shall be given a conformed copy of the Note and this Security Instrument.

17. Transfer of the Property: Assumption: If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. Lender shall have waived such option to accelerate for a particular sale or transfer if, prior to the sale or transfer, Lender and the person or entity to whom the Property is to be sold or transferred reach agreement in writing that the obligations of the Borrower secured hereunder, including any provisions governing continued affordability of the Property contained in this Security Instrument or the Note may be assumed by such person or entity. Any sale or transfer of the Property by Borrower shall be in conformance with the laws of the State of California If Lender has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Security Instrument.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 15 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 19 hereof.

18. Acceleration: Remedies : Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, upon Borrower's failure to make any payment or to perform any of its obligations, covenants and agreements pursuant to the Note, Lender shall mail notice to Borrower as provided in paragraph 15 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 30 day from the date the notice is mailed to the Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of

sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

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 and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by law. Trustee shall give public notice of sale to the persons in the manner prescribed by applicable law. After the lapse of such time as 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property so sold 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 costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate: Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower will have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to five (5) days before the sale of the Property pursuant to the power of sale contained in this Security Instrument or at any time prior to entry of the judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument, and the Note, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver ; Lender in Possession: Upon acceleration under paragraph 19 hereof or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to the account only for those rents actually received. The provisions of this paragraph and paragraph 19 shall operate subject to the claims of prior lienholders.

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 indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

21. Substitute Trustee: Lender, at Lender's option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder, without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notice. Borrower requests that copies of any notice of default and notice of sale be sent to Borrower's address.

23. Statement of Obligation : Lender may collect a fee not to exceed $35 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

24. Use of Property: Borrower shall not permit or suffer the use of any of the Property for any purpose other than as a single-family residential dwelling.

25. Priority of First Lender Documents: Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender or the Federal Housing Administration (FHA), or any other party under the Deed of Trust executed by Borrower in favor of First Lender as security for the First Lender Note, or any subsequent First Lender Deeds of Trust hereafter recorded against the Security.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Borrower: **Mailing Address for Notices:**

_____ _____

Name Street

_____ _____

Date City State Zip

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.

ACKNOWLEDGMENT

State of California

County of _____,

On _____ before me, _____
(insert name and title of the officer)
personally appeared **Borrower Name**, 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.

Name:_____

Signature: _____

Exhibit A

Legal Description

PLEASE INSERT LEGAL DESCRIPTION FROM PRELIMINARY TITLE