

RECORDING REQUESTED BY  
County of Yolo

**APN: 005-720-027 and 005-720-028**

WHEN RECORDED MAIL TO:  
County of Yolo  
Attn: County Administrator's Office  
625 Court Street  
Woodland, CA 95695

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDED AND RESTATED  
DEED OF TRUST**

This Amended and Restated Deed of Trust is made July 26, 2022, between the St. John's Retirement Village (also identified as St. Johns Retirement Village), a California nonprofit public benefit corporation authorized to do business in the State of California, (the "Trustor"), whose address is 135 Woodland Avenue, Woodland, CA 95695, and the County of Yolo, a political subdivision of the State of California, (the "Beneficiary" or "County"), and Placer Title Company, a California corporation, (the "Trustee").

This Amended and Restated Deed of Trust (hereafter "Deed of Trust") amends and restates the Deed of Trust recorded on or about April 13, 2022 (Doc No. 2022-009317).

In consideration of the Amended and Restated Promissory Note, dated July 26, 2022, executed by the Trustor for the benefit of the County, dated concurrently with this Deed of Trust, which amends, restates, and replaces the Promissory Note executed by Trustor on April 13, 2022, Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property located in the City of Woodland, County of Yolo, California, described on the attached **Exhibit A** and which is incorporated by this reference (the "Property").

**For the purpose of securing:**

1. Payment of the indebtedness evidenced by the Amended and Restated Promissory Note dated July 26, 2022 and executed by Trustor, in the principal sum of \$550,000.00, and any renewal, extension or modification of the promissory note (the "Note");
2. Any additional sums and interest that may hereafter be advanced to the then record owner of the Property by Beneficiary, when evidenced by another note or notes reciting that it or they are so secured; and
3. The performance of each agreement contained in this Deed of Trust.

**A. To protect the security of this Deed of Trust, Trustor agrees:**

**1) Payment and performance**

Except as otherwise provided in this Deed of Trust, Trustor shall pay to Beneficiary all amounts secured by this Deed of Trust as they become due and shall strictly and in a timely manner perform all of Trustor's obligations under the Note and this Deed of Trust.

**2) Maintenance and repairs**

To keep the Property in good condition and repair; not to remove or demolish any building on the Property; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished for the Property; to comply in all material respects with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations not excluding the general.

### **3) Use of the Property.**

Unless otherwise required by Governmental Requirements or unless Beneficiary otherwise consents in writing, Trustor shall not allow changes in the use of the Property from that which is contemplated by Trustor and Beneficiary at the time of execution of this Deed of Trust, as specified in the Advance Documents. Trustor shall not initiate or acquiesce in a change in the zoning classification of the Property without Beneficiary's prior written consent.

### **4) Fire insurance**

To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured by this Deed of Trust and in any order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part of that amount may be released to Trustor. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done under such a notice.

### **5) Defense of security**

To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

### **6) Payment of liens and taxes**

To pay, at least 10 days before delinquency, all taxes and assessments affecting the Property, when due, all encumbrances, charges and liens, with interest, on the Property or any part of it, which appear to be prior or superior to this Deed of Trust; and all costs, fees and expenses of this Trust.

If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed by Beneficiary or Trustee to protect the security of this Deed of Trust; The performance by the Beneficiary or Trustee of such an act shall not require notice to or demand on Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: (i) to enter on the Property for the foregoing purposes; (ii) to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; (iii) to pay, purchase, contest or compromise any encumbrance, charge or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; (iv) to employ counsel; and (v) to pay necessary expenses and costs, including reasonable attorneys' fees.

### **7) Reimbursement of costs**

To pay immediately and without demand all sums so expended by Beneficiary or Trustee under this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay for any amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

### **8) Due on sale**

Subject to Events of Default, should Trustor agree to or actually sell, convey, transfer, or dispose of the Property, or any part of it, or any interest in it, to any party other than County without first obtaining the written consent of Beneficiary, then all obligations secured by the Note may be declared due and payable, at the option of Beneficiary. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions. In the event the Property is sold to County, then all obligations secured by the Note shall be forgiven in which case Beneficiary will release this Deed of Trust.

**B. Events of default.** The term “Event of Default” as used in this Deed of Trust means the occurrence or happening, at any time and from time to time, of any one or more of the following:

**1) Payment of Indebtedness**

Trustor fails to pay any installment of interest and/or principal under the Note and/or this Deed of Trust, when due and such failure continues for more than ten days after the date such payment was due and payable whether on maturity, the date stipulated in the Note, by acceleration, or otherwise.

**2) Performance of Obligations**

The failure, refusal, or neglect to perform and discharge fully and timely any of the covenants, warranties, representations, and other obligations under this Deed of Trust or the Note as and when required, and the continuance of such failure for thirty days after Trustor receives written notice of such failure from Beneficiary.

**3) Voluntary Bankruptcy**

If Trustor (i) seeks entry of an order for relief as a debtor in a proceeding under the Bankruptcy Code; (ii) seeks, consents to, or does not contest the appointment of a receiver for itself or for all or any part of its property; (iii) files a petition seeking relief under the bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States or any state or any other competent jurisdiction; (iv) makes a general assignment for the benefit of its creditors; or (v) states in writing its inability to pay its debts as they mature.

**4) Involuntary Bankruptcy**

If (i) a petition is filed against Trustor seeking relief under any bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States or any state or other competent jurisdiction; or (ii) a court of competent jurisdiction enters an order, judgment, or decree appointing, without the consent of Trustor, a receiver or trustee for it, or for all or any part of its property; and (iii) such petition, order, judgment, or decree is not discharged or stayed within ninety days after its entry.

**5) Foreclosure of Other Liens**

If the holder of any lien or security interest on the Property (without implying Beneficiary’s consent to the existence, placing, creating, or permitting of any lien or security interest) institutes foreclosure or other proceedings to enforce its remedies thereunder and any such proceedings are not stayed or discharged within ninety days after institution of such foreclosure proceedings.

**6) Sale, Lease, Encumbrance, or Other Transfer**

Any sale, lease, exchange, assignment, conveyance, encumbrance (other than to County or as otherwise expressly permitted by Beneficiary), transfer of possession, or other disposition of all or any portion of the Property or any of Trustor’s interest in the Property without Beneficiary’s prior written consent; provided that if Beneficiary elects not to purchase the Property on or before September 30, 2022, Trustor shall have the right to transfer the Property without Beneficiary’s consent provided the obligations secured by this Deed of Trust are paid at the closing of any such sale transaction at which time Beneficiary will release this Deed of Trust.

**7) Title and Lien Priority**

If Trustor’s title to any or all of the Property or the status of this Deed of Trust as a lien and security interest on the Property is endangered in any manner, and Trustor fails to cure the same on Beneficiary’s demand; provided, however, that Trustor shall not be in default under this paragraph if Trustor is diligently pursuing a contest or cure of such title or lien issue and Trustor has posted adequate security to protect Beneficiary’s rights, interest, and priority under this Deed of Trust, as determined by Beneficiary.

**8) Other Defaults**

The occurrence of an Event of Default or any default, as defined or described in the Note, including breach or termination of the PSA, or the occurrence of a default on any of the covenants, warranties, representations, and other obligations under this Deed of Trust or the Note.

## **9) Levy on Assets**

A levy on any of the assets of Trustor or any guarantor, and such levy is not stayed or abated within ninety days after such levy.

## **10) Breach of Representation**

Any representation or warranty made by Trustor in this Deed of Trust or in connection with any borrowing or request for an Advance under the Note, or in any certificate, financial statement, or other statement furnished by Trustor to Beneficiary is untrue in any material respect at the time when made.

## **11) Default Under Prior Deed of Trust, Security Instrument, or Lien**

The failure to pay on a timely basis, or the occurrence of any other default (after the expiration of any applicable notice and/or cure period) under any note, deed of trust, contract of sale, lien, charge, encumbrance, or security interest encumbering or affecting the Property and having priority over the lien of this Deed of Trust.

## **12) Trustor's Right to Cure**

If for more than thirty days after receipt of notice from Beneficiary, Trustor remains in default under any term, covenant, or condition of this Deed of Trust or the Note; provided; however, that if the cure of any such default cannot reasonably be made within thirty days and Trustor promptly and diligently commences to cure such default within thirty days after Beneficiary's default notice as long as Trustor diligently and continuously proceeds to cure such default to Beneficiary's satisfaction.

**C. Rights and Remedies on Default.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, County may exercise any one or more of the following rights and remedies:

### **1) Execution of Remedies.**

Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Beneficiary's right to declare a default and exercise its remedies.

### **2) Foreclosure by Sale.**

Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms thereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

### **3) Judicial Foreclosure**

With respect to all or any part of the Property, Beneficiary shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

#### **4) Appoint Receiver**

Beneficiary shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

#### **5) Other Remedies**

Beneficiary shall have any other right or remedy provided in this Deed of Trust or the Note of available at law or in equity.

#### **6) Successor Trustee**

Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary, the book and page where this deed is recorded and the name and address of the new Trustee.

#### **7) Inspection**

In addition to any rights Beneficiary may have under California Civil Code § 2929.5, Beneficiary may make, or authorize other persons, including, but not limited to, appraisers and prospective purchasers at any foreclosure sale commenced by Beneficiary, to enter on and/or inspect the Property at reasonable times and for reasonable durations. Trustor shall permit all such entries and inspections to be made as long as Beneficiary has given Trustor written notice of such inspection at least 24 hours before the entry and inspection.

#### **8) Notification Obligation**

Trustor shall notify Beneficiary in writing, at or before the time of the occurrence of any event described in paragraphs 9 and 10 of this Deed of Trust, of such event and shall promptly furnish Beneficiary with any and all information on such event that Beneficiary may request.

#### **9) Acceptance**

That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

#### **D. The parties agree that:**

##### **1) Condemnation award**

Any award of damages in connection with any taking or condemnation, or for injury to the Property by reason of public use, or for damages for private trespass or injury to the Property, is assigned and shall be paid to Beneficiary as further security for all obligations secured by this Deed of Trust. On receipt of any such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance.

## **2) Waiver of late payments**

By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

## **3) Trustee's powers**

On written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may (a) reconvey all or any part of the Property; (b) consent to the making and recording of any map or plat of all or any part of the Property; (c) join in granting any easement on the Property; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining property as security for the repayment of the full amount secured by the Deed of Trust.

## **4) Full reconveyance**

On written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust, the Note, and any other notes secured by this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of the full reconveyance, Trustee may destroy the Note and this Deed of Trust, unless directed in the request to retain them.

## **C. General Provisions**

### **1) Obligations With Respect to Property.**

County's acceptance of this Deed of Trust shall not deem County to be a "lender in possession." Neither Beneficiary nor Trustee shall be under any obligation to preserve, maintain or protect the Property or any of Trustor's rights or interests in the Property, or take any action with respect to any other matters relating to the Property. Beneficiary and Trustee do not assume and shall have no liability for any of Trustor's obligations with respect to any rights or any other matters relating to the Property.

### **2) Substitution of Trustees**

Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall set forth the following: the date of recordation of this Deed of Trust; the name of the Trustor; the instrument number and book and page where this Deed of Trust is recorded; and the name of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

### **3) Successors and Assigns**

This Deed of Trust applies to, inures to the benefit of, and binds all parties to it, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledgee, of the Note secured by this Deed of Trust, whether or not named as a beneficiary in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors and assigns of any such person. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

### **4) Acceptance by Trustee**

Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**5) Cumulative Powers and Remedies**

The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

**6) Attorneys' Fees**

If any action is brought for foreclosure of this Deed of Trust or for enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees; and these sums shall be secured by this Deed of Trust.

**7) Choice of Law.**

The parties have executed and delivered this Deed of Trust in the County of Yolo, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Deed of Trust. Yolo County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Deed of Trust.

**8) Signature Authority**

The parties executing this Deed of Trust certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Deed of Trust.

**IN WITNESS WHEREOF**, Trustor has executed and delivered this Deed of Trust as of the date first written above.

**St. John's Retirement Village**, a California nonprofit public benefit corporation

By _____ Marilyn Mitchell, President of the Board/CEO	By _____ Jenee Rawlings, Treasurer
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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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

**EXHIBIT "A"**  
[Property Legal Description]

The land described herein is situated in the State of California, County of Yolo, City of Woodland, described as follows:

Parcels 1 and 2 as shown on Parcel Map No. 4803 for St. John's Retirement Village, filed in the Office of the Recorder of Yolo County on March 2, 2009, in Book 2009 of Maps, Page 12.

APN: 005-720-028-000, 005-720-027-000