CHICAGO TITLE

Subject Property :

889 FRANCISCO ST UNIT 801
LOS ANGELES, CA 90017-3638

Included Reports

- Profile Cover Sheet
- Aerial Map
- Property Photo
- Property Overview
- Property History Summary
- Property History Detail
- Property Comparables (Detailed)
- Property Comparables (Summary)
- Neighborhood
- Plat Map

CHICAGO TITLE

AERIAL MAP 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

PROPERTY PHOTO 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

CHICAGO TITLE

PROPERTY OVERVIEW — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

Owner and Geographic Information

Primary Owner: AGHAZARIAN ARGAM

Secondary Owner:

Site Address: 889 FRANCISCO ST UNIT 801, LOS ANGELES, CA 90017-3638

Mail Address: 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

APN: 5144-023-094

Lot Number: 3

Page / Grid: 634/D4

Housing Tract Number: 66352-01

Legal Description:

Lot Code:	3
Tract Number:	66352-01
Legal Brief Description:	LOT:3 TR#:66352-01 TR=66352-01 LOT 3 CONDO UNIT 801 (AIRSPACE AND 1/310 INT IN COMMON AREA)

Property Details

Bedrooms:	1	**Year Built:**	2017	**Square Feet:**	780
Bathrooms:	2	**Garage:**	/ 0	**Lot Size:**	2.271 AC
Total Rooms:		**Fireplace:**		**Number of Units:**	0
Zoning:	LAC2	**Pool:**	Pool (yes)	**Use Code:**	Condominium Unit (Residential)

Sale Information

Transfer Date:	06/24/2020	**Seller:**	ZHANG, XIAOLONG; DONG, QINGQING
Transfer Value:	$650,000.00	**Document#:**	20-0690103
Cost/Sq Feet:	833		

Assessment and Taxes

Assessed Value:	$668,000.00	**Percent Improvement:**	39.97%	**Homeowner Exemption:**	
Land Value:	$401,000.00	**Tax Amount:**	$8,124.80	**Tax Rate Area:**	0-211
Improvement Value:	$267,000.00	**Tax Status:**	Current	**Tax Account ID:**	
Market Improvement Value:		**Market Land Value:**		**Tax Year:**	2025
Market Value:					

County Tax Site Url: https://vcheck.ttc.lacounty.gov/

CHICAGO TITLE®

PROPERTY HISTORY SUMMARY **889 FRANCISCO ST, LOS ANGELES, CA 90017-3638**

Recording Date	Document Type	Document Description	Sale Price/Loan Amount	Document Number	Buyer/Borrower	Seller
06/24/2020	Conventional	Mortgage Record - 06/24/2020	$487,500.00	20-0690104	AGHAZARIAN, ARGAM	
06/24/2020	Grant Deed	Transfer Record - 06/24/2020	$650,000.00	20-0690103	AGHAZARIAN, ARGAM	ZHANG, XIAOLONG; DONG, QINGQING
07/05/2017	Adjustable Rate Mortgage	Mortgage Record - 07/05/2017	$448,476.00	17-0743477	ZHANG, XIAOLONG; DONG, QINGQING	
07/05/2017	Grant Deed	Transfer Record - 07/05/2017	$747,500.00	17-0743476	ZHANG, XIAOLONG; DONG, QINGQING	GREENLAND LA METROPOLIS DEVELOPMENT I LL

CHICAGO TITLE

PROPERTY HISTORY DETAILS | **889 FRANCISCO ST, LOS ANGELES, CA 90017-3638**

Transaction History Legend

Assignment Record | Foreclosure Record | Mortgage Record
Release Record | Transfer Record

Mortgage Record - 06/24/2020

Recording Date:	06/24/2020	**Document#:**	20-0690104
Loan Amount:	$487,500.00	**Loan Type:**	Conventional
TD Due Date:	06/08/2020	**Type of Financing:**	
Lender Name:	THRIVENT FCU		
Lender Type:	Credit Union	**Borrowers Name:**	AGHAZARIAN, ARGAM
Vesting:			

Legal Description:

Lot Number:	3
Tract Number:	66352-01
Map Ref:	MB 1386 PG 29-38
Unit:	801
City / Muni / Twp:	LOS ANGELES

Transfer Record - 06/24/2020

Recording Date:	06/24/2020	**Document#:**	20-0690103
Price:	$650,000.00	**Document Type:**	Grant Deed
First TD:		**Type of Sale:**	Sales Price or Transfer Tax rounded by county prior to computation.
First TD Doc:	20-0690104		
Lender Name:			
Buyer Name:	AGHAZARIAN, ARGAM	**Buyer Vesting:**	
Seller Name:	ZHANG, XIAOLONG; DONG, QINGQING		

Legal Description:

Lot Number:	3
Tract Number:	66352-01
Map Ref:	MB 1386 PG 29-38
Unit:	801
City / Muni / Twp:	LOS ANGELES

Mortgage Record - 07/05/2017

Recording Date:	07/05/2017	**Document#:**	17-0743477
Loan Amount:	$448,476.00	**Loan Type:**	Adjustable Rate Mortgage
TD Due Date:	04/05/2017	**Type of Financing:**	Adjustable Rate
Lender Name:	EAST WEST BANK		
Lender Type:	Bank	**Borrowers Name:**	ZHANG, XIAOLONG; DONG, QINGQING
Vesting:	CP		

Legal Description:

Lot Number:	3
Tract Number:	66352-01
Map Ref:	MB1386 PG29-38
Subdivision:	METROPOLIS I
Unit:	801
City / Muni / Twp:	LOS ANGELES

CHICAGO TITLE®

PROPERTY HISTORY DETAILS — **889 FRANCISCO ST, LOS ANGELES, CA 90017-3638**

Transaction History Legend

Assignment Record | Foreclosure Record | Mortgage Record

Release Record | Transfer Record

Transfer Record - 07/05/2017

Recording Date:	07/05/2017	**Document#:**	17-0743476
Price:	$747,500.00	**Document Type:**	Grant Deed
First TD:		**Type of Sale:**	Sales Price or Transfer Tax rounded by county prior to computation.
First TD Doc:	17-0743477		
Lender Name:			
Buyer Name:	ZHANG, XIAOLONG; DONG, QINGQING	**Buyer Vesting:**	CP
Seller Name:	GREENLAND LA METROPOLIS DEVELOPMENT I LL		

Legal Description:

Lot Number:	3
Tract Number:	66352-01
Map Ref:	MB1386 PG29-38
Subdivision:	METROPOLIS I
Unit:	801
City / Muni / Twp:	LOS ANGELES

CHICAGO TITLE

COMPARABLE SALES DATA | 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

1. 877 FRANCISCO ST
2. 877 FRANCISCO ST
3. 877 FRANCISCO ST
4. 877 FRANCISCO ST
5. 877 FRANCISCO ST
6. 877 FRANCISCO ST
7. 877 FRANCISCO ST
8. 877 FRANCISCO ST
9. 900 W OLYMPIC BLVD
10. 600 W 9TH ST
11. 645 W 9TH ST
12. 600 W 9TH ST
13. 645 W 9TH ST
14. 1100 WILSHIRE BLVD
15. 1100 WILSHIRE BLVD
16. 801 S GRAND AVE
17. 1111 S GRAND AVE
18. 1111 S GRAND AVE
19. 1050 S GRAND AVE
20. 1100 S GRAND AVE
21. 1155 S GRAND AVE
22. 1155 S GRAND AVE
23. 1155 S GRAND AVE
24. 630 W 6TH ST
25. 630 W 6TH ST

Area Sales Analysis

Total Area Sales:	25	**Median # of Bedrooms:**	1
Median Lot Size:	74836	**Median # of Baths:**	2
Median Living Area:	1120	**Median Year Built:**	2008
Price Range - 2 Yrs:	$329000 - $2062500	**Age Range:**	9 to 64
Median Value:	650000	**Median Age:**	18

CHICAGO TITLE

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

AGHAZARIAN ARGAM - APN: 5144-023-094 - LOS ANGELES COUNTY

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
1	877 FRANCISCO ST	08/13/2026	$565,000.00	$755.00	748	0/1/1	2017	128938	Yes	0.06

Site Address:	LOS ANGELES, CA 90017-2881	**APN:**	5144-033-208
Doc Type:	Grant Deed	**Document #:**	26-0601849
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	JULIE DENISE HAMILTON	**Seller Name:**	GREENLAND LA METROPOLIS DEV II LLC
Loan Amount:	$452,000.00	**Lender Name:**	CROSSCOUNTRY MORTGAGE LLC
Legal:	**Lot Number:**	2&3	
	Tract Number:	66352	
	Map Ref:	MB 1392 PG 84-94	

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
2	877 FRANCISCO ST	08/12/2026	$575,000.00	$768.00	749	0/1/1	2017	128938	Yes	0.06

Site Address:	LOS ANGELES, CA 90017-2897	**APN:**	5144-034-127
Doc Type:	Grant Deed	**Document #:**	26-0598125
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	TETYANA MATSEGORA, MARIYA MATSEGORA	**Seller Name:**	GREENLAND LA METROPOLIS DEV II LLC
Loan Amount:	$460,000.00	**Lender Name:**	CAKE MORTGAGE CORP
Legal:	**Lot Number:**	2&3	
	Tract Number:	66352	
	Map Ref:	MB 1392 PG 84-94	

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
3	877 FRANCISCO ST	07/31/2026	$899,000.00	$758.00	1186	0/2/2	2017	128938	Yes	0.06

Site Address:	LOS ANGELES, CA 90017-2873	**APN:**	5144-033-131
Doc Type:	Grant Deed	**Document #:**	26-0565803
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	SHERRY CHANG, KE FAN	**Seller Name:**	GREENLAND LA METROPOLIS DEV II LLC
Loan Amount:		**Lender Name:**	
Legal:	**Lot Number:**	2	
	Tract Number:	66352	
	Map Ref:	MB 1392 PG 84-94	

CHICAGO TITLE

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
4	877 FRANCISCO ST	07/30/2026	$650,000.00	$715.00	909	0/1/2	2017	128938	Yes	0.06

Site Address:	LOS ANGELES, CA 90017-2879	**APN:**	5144-033-191
Doc Type:	Grant Deed	**Document #:**	26-0562382
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	LAM AND THI THI TRINH FAMILY TRUST, LAM TRINH	**Seller Name:**	GREENLAND LA METROPOLIS DEV II LLC
Loan Amount:	$350,000.00	**Lender Name:**	JPMORGAN CHASE BANK NA

Legal:

Lot Number:	2
Tract Number:	66352
Map Ref:	MB 1392 PG 84-94

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
5	877 FRANCISCO ST	07/01/2026	$1,290,000.00	$989.00	1305	0/2/2	2017	128938	Yes	0.06

Site Address:	LOS ANGELES, CA 90017-2982	**APN:**	5144-034-210
Doc Type:	Grant Deed	**Document #:**	26-0479008
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	PARIKSHAT SHARMA, ALKA OHRI	**Seller Name:**	GREENLAND LA METROPOLIS DEVELOPMENT II L
Loan Amount:	$903,000.00	**Lender Name:**	WOORI AMERICA BANK

Legal:

Lot Number:	2&3
Tract Number:	66352
Map Ref:	MB 1392 PG 84-94

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
6	877 FRANCISCO ST	06/25/2026	$750,000.00	$862.00	870	0/1/1	2017	128938	Yes	0.06

Site Address:	LOS ANGELES, CA 90017-3046	**APN:**	5144-034-107
Doc Type:	Grant Deed	**Document #:**	26-0462754
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	XIANG LI	**Seller Name:**	GREENLAND LA METROPOLIS DEV II LLC
Loan Amount:		**Lender Name:**	

Legal:

Lot Number:	2
Tract Number:	66352
Map Ref:	MB 1392 PG 84-94

CHICAGO TITLE

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
7	877 FRANCISCO ST	06/12/2026	$730,000.00	$887.00	823	0/1/1	2017	128938	Yes	0.06

Site Address:	LOS ANGELES, CA 90017-2888	**APN:**	5144-034-026
Doc Type:	Grant Deed	**Document #:**	26-0433839
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	BOO INVESTMENT HOLDINGS LLC	**Seller Name:**	GREENLAND LA METROPOLIS DEV II LLC
Loan Amount:	$547,500.00	**Lender Name:**	LANCEWOOD CAPITAL LLC
Legal:	**Lot Number:** 2&3		
	Tract Number: 66352		
	Map Ref: MB 1392 PG 84-94		

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
8	877 FRANCISCO ST	05/27/2026	$630,000.00	$841.00	749	0/1/1	2017	128938	Yes	0.06

Site Address:	LOS ANGELES, CA 90017-2990	**APN:**	5144-034-149
Doc Type:	Grant Deed	**Document #:**	26-0386140
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	WENLI HUANG	**Seller Name:**	GREENLAND LA METROPOLIS DEVELOPMENT LLC
Loan Amount:		**Lender Name:**	
Legal:	**Lot Number:** 2		
	Tract Number: 66352		
	Map Ref: MB 1392 PG 84-94		

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
9	900 W OLYMPIC BLVD	07/31/2026	$1,050,000.00	$833.00	1260	0/1/2	2010	399271	Yes	0.22

Site Address:	LOS ANGELES, CA 90015-1389	**APN:**	5138-027-130
Doc Type:	Grant Deed	**Document #:**	26-0566826
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	JOHAN HANK TOET, DAVID KOMONOSKY	**Seller Name:**	EXCELONASIA CAPITAL PARTNERS LLC
Loan Amount:	$787,500.00	**Lender Name:**	MOVEMENT MORTGAGE
Legal:	**Lot Number:** 16		
	Tract Number: 53383-A		
	Map Ref: MB 1332 PG 24-57		

CHICAGO TITLE

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
10	600 W 9TH ST	07/20/2026	$575,000.00	$482.00	1193	0/2/2	1983	83417	Yes	0.27

Site Address:	LOS ANGELES, CA 90015-4309	**APN:**	5138-001-079
Doc Type:	Grant Deed	**Document #:**	26-0529312
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	THOMAS MILLER IV, LIANA MORRISON MILLER	**Seller Name:**	CARLO LIAM BALLATORI
Loan Amount:	$172,500.00	**Lender Name:**	ROCKET MORTGAGE LLC

Legal:

Lot Number:	1
Tract Number:	40679
Map Ref:	MB 979 PG 12&13

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
11	645 W 9TH ST	07/08/2026	$588,000.00	$612.00	960	0/1/2	2006	74836	Yes	0.27

Site Address:	LOS ANGELES, CA 90015-1656	**APN:**	5144-028-061
Doc Type:	Grant Deed	**Document #:**	26-0497765
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	URI MCMILLAN	**Seller Name:**	JEFFREY R CUEVAS KOCH, MARISA C CUEVAS KOCH
Loan Amount:	$529,200.00	**Lender Name:**	THE UNIVERISTY OF CALIFORNIA

Legal:

Lot Number:	2
Tract Number:	53965-03
Map Ref:	MB 1332 PG 78-83
Subdivision:	MARKET LOFTS

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
12	600 W 9TH ST	06/05/2026	$601,000.00	$504.00	1193	0/2/2	1983	83417	Yes	0.27

Site Address:	LOS ANGELES, CA 90015-4314	**APN:**	5138-001-119
Doc Type:	Grant Deed	**Document #:**	26-0414906
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	MARK DENNIS MICHE	**Seller Name:**	TODD SAKAUYE
Loan Amount:	$306,000.00	**Lender Name:**	AMERITRUST MORTGAGE CORPORATION

Legal:

Lot Number:	1
Tract Number:	40679
Map Ref:	MB 979 PG 12&13

CHICAGO TITLE

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
13	645 W 9TH ST	06/03/2026	$335,000.00	$558.00	600	0/0/1	2006	74836	Yes	0.27

Site Address:	LOS ANGELES, CA 90015-1653	**APN:**	5144-028-002
Doc Type:	Grant Deed	**Document #:**	26-0405272
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	JAE CHUN LEE	**Seller Name:**	ROLL TIDE PROP CORP 401K PROFIT SHARING
Loan Amount:	$184,250.00	**Lender Name:**	ARQ LENDING INC

Legal:

Lot Number:	2
Tract Number:	53965-03
Map Ref:	MB 1332 PG 78-83
Subdivision:	MARKET LOFTS

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
14	1100 WILSHIRE BLVD	08/06/2026	$432,000.00	$540.00	800	0/1/1	1986	27098	Yes	0.31

Site Address:	LOS ANGELES, CA 90017-1968	**APN:**	5143-029-158
Doc Type:	Grant Deed	**Document #:**	26-0581397
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	RAYNA CVETKOVA	**Seller Name:**	YEOLIN JUNG
Loan Amount:	$410,400.00	**Lender Name:**	SIMPLIFUND MORTGAGE LLC

Legal:

Lot Number:	2
Tract Number:	60706
Map Ref:	MB 1306 PG 59-81

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
15	1100 WILSHIRE BLVD	06/23/2026	$758,000.00	$665.00	1140	0/2/1	1986	27098	Yes	0.31

Site Address:	LOS ANGELES, CA 90017-1967	**APN:**	5143-029-152
Doc Type:	Grant Deed	**Document #:**	26-0454627
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	SHARI SHARIFI BROWN TRUST, SHARI SHARIFI BROWN	**Seller Name:**	RAUL GOMEZ
Loan Amount:		**Lender Name:**	

Legal:

Lot Number:	2
Tract Number:	60706
Map Ref:	MB 1306 PG 59-81

CHICAGO TITLE

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
16	801 S GRAND AVE	06/16/2026	$695,000.00	$511.00	1360	0/2/2	1985	58980		0.37

Site Address:	LOS ANGELES, CA 90017-4674	**APN:**	5144-020-101
Doc Type:	Grant Deed	**Document #:**	26-0440377
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	ALAN GEORGE SUYEHARA, DEBORAH ANN SUYEHARA	**Seller Name:**	SARAH ROUSSAYNI
Loan Amount:	$556,000.00	**Lender Name:**	LOGAN FINANCE CORP

Legal:

Lot Number:	1
Tract Number:	61917
Map Ref:	MB 1308 PG 27&28
Subdivision:	801 S GRAND RESIDENTIAL CONDOMINIUM

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
17	1111 S GRAND AVE	07/08/2026	$1,098,000.00	$722.00	1520	0/2/2	2005	38727	Yes	0.45

Site Address:	LOS ANGELES, CA 90015-2169	**APN:**	5139-021-099
Doc Type:	Grant Deed	**Document #:**	26-0497681
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	JOONWOO BAE, MINSEUNG SONG	**Seller Name:**	WEI KRONICK REVOCABLE TRUST, SCOTT KRONICK
Loan Amount:	$768,600.00	**Lender Name:**	FIRST STANDARD FINANCIAL CORP

Legal:

Lot Number:	1
Tract Number:	60746
Map Ref:	MB 1312 PG 71-73

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
18	1111 S GRAND AVE	06/05/2026	$469,000.00	$426.00	1100	0/1/1	2005	38727	Yes	0.45

Site Address:	LOS ANGELES, CA 90015-2758	**APN:**	5139-021-074
Doc Type:	Grant Deed	**Document #:**	26-0413943
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	JEFFREY DAVIS	**Seller Name:**	GREGORY BOK YEN MAK
Loan Amount:	$351,750.00	**Lender Name:**	ROCKET MORTGAGE LLC

Legal:

Lot Number:	1
Tract Number:	60746
Map Ref:	MB 1312 PG 71-73

CHICAGO TITLE

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
19	1050 S GRAND AVE	07/21/2026	$900,000.00	$709.00	1270	0/2/2	2017	21904	Yes	0.46

Site Address:	LOS ANGELES, CA 90015-4289	**APN:**	5139-010-084
Doc Type:	Grant Deed	**Document #:**	26-0533794
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	BYOUNGSOO KIM	**Seller Name:**	DANIEL YOUNKI CHOI, HELLEN LEE
Loan Amount:	$630,000.00	**Lender Name:**	METRO CITY BANK

Legal:

Lot Number:	1
Tract Number:	62459
Map Ref:	MB 1394 PG 1-14

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
20	1100 S GRAND AVE	08/17/2026	$700,000.00	$402.00	1740	0/2/2	2005	18467		0.48

Site Address:	LOS ANGELES, CA 90015-2104	**APN:**	5139-020-077
Doc Type:	Grant Deed	**Document #:**	26-0611517
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	JAY LEE, MISHA RASHIDI GHADER	**Seller Name:**	JUN HONG CHUN
Loan Amount:	$400,000.00	**Lender Name:**	JSB MORTGAGE CORPORATION

Legal:

Lot Number:	1
Tract Number:	54309
Map Ref:	MB 1308 PG 25&26

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
21	1155 S GRAND AVE	07/16/2026	$2,062,500.00	$859.00	2400	0/2/3	2008	52751		0.48

Site Address:	LOS ANGELES, CA 90015-2276	**APN:**	5139-029-103
Doc Type:	Grant Deed	**Document #:**	26-0522395
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	THE KEVIN F SHARKEY REVOCABLE TRUST, KEVIN F SHARKEY	**Seller Name:**	KYUNG AE KIM REVOCABLE LIVING TRUST, KYUNG AE KIM
Loan Amount:	$1,678,750.00	**Lender Name:**	CITIBANK NA

Legal:

Lot Number:	1
Tract Number:	62799
Map Ref:	MB 1344 PG 32-38

CHICAGO TITLE®

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
22	1155 S GRAND AVE	06/18/2026	$884,000.00	$597.00	1480	0/2/2	2008	52751		0.48

Site Address: LOS ANGELES, CA 90015-2262
APN: 5139-028-069
Doc Type: Grant Deed
Document #: 26-0447119
Price Code: Sales Price or Transfer Tax rounded by county prior to computation.
Use Code: Condominium Unit (Residential)
Buyer Name: VALERIE TAYLOR STONER, NATHAN WADE STEIN
Seller Name: YVETTE ROLAND
Loan Amount: $663,000.00
Lender Name: PLANET HOME LENDING LLC
Legal:
Lot Number: 1
Tract Number: 62799
Map Ref: MB 1344 PG 32-38

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
23	1155 S GRAND AVE	06/09/2026	$575,000.00	$513.00	1120	0/0/2	2008	52751		0.48

Site Address: LOS ANGELES, CA 90015-2787
APN: 5139-028-172
Doc Type: Grant Deed
Document #: 26-0423093
Price Code: Sales Price or Transfer Tax rounded by county prior to computation.
Use Code: Condominium Unit (Residential)
Buyer Name: GISELLE T TRAN, GISELLE TRINH THAI TRAN
Seller Name: GUARDALABENE AND COSTANTINO FAMILY TRUST, JOHN THOMAS GUARDALABENE
Loan Amount: $460,000.00
Lender Name: ROCKET MORTGAGE LLC
Legal:
Lot Number: 1
Tract Number: 62799
Map Ref: MB 1344 PG 32-38

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
24	630 W 6TH ST	07/06/2026	$330,000.00	$485.00	680	0/1/1	1962	26607		0.49

Site Address: LOS ANGELES, CA 90017-3256
APN: 5144-005-079
Doc Type: Grant Deed
Document #: 26-0488888
Price Code: Sales Price or Transfer Tax rounded by county prior to computation.
Use Code: Condominium Unit (Residential)
Buyer Name: NILE FRANCIS RODGERS
Seller Name: NIKOLAI BESHKOV
Loan Amount: $297,000.00
Lender Name: CITY NATIONAL BANK
Legal:
Lot Number: 3
Tract Number: 62036
Map Ref: MB 1323 PG 92-96

CHICAGO TITLE

COMPARABLE SALES DATA — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
25	630 W 6TH ST	06/16/2026	$329,000.00	$463.00	710	0/1/1	1962	26607		0.49

Site Address:	LOS ANGELES, CA 90017-3256	**APN:**	5144-005-058
Doc Type:	Grant Deed	**Document #:**	26-0440654
Price Code:	Sales Price or Transfer Tax rounded by county prior to computation.	**Use Code:**	Condominium Unit (Residential)
Buyer Name:	JORDAN ZACHARY CORDERO	**Seller Name:**	STEWART YU FAN PEI, JULIE CHIA HSING TSAI PEI
Loan Amount:	$149,900.00	**Lender Name:**	BMO BANK NA

Legal:

Lot Number:	1,3&4
Tract Number:	62036
Map Ref:	MB 1323 PG 92-96
Subdivision:	LIBRARY COURT

CHICAGO TITLE

SUMMARY COMPARABLES — 889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

AGHAZARIAN ARGAM - APN:5144-023-094 - LOS ANGELES COUNTY

Year Built: 2017 **Lot Size:** 2.271 AC **Bld/Area:** 780 **Pool:** Pool (yes) **RM/BR/Bth:** /1/2

#	Address	Date	Price	$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
1	877 FRANCISCO ST	08/13/2026	$565,000.00	$755.00	748	0/1/1	2017	128938	Yes	0.06
2	877 FRANCISCO ST	08/12/2026	$575,000.00	$768.00	749	0/1/1	2017	128938	Yes	0.06
3	877 FRANCISCO ST	07/31/2026	$899,000.00	$758.00	1186	0/2/2	2017	128938	Yes	0.06
4	877 FRANCISCO ST	07/30/2026	$650,000.00	$715.00	909	0/1/2	2017	128938	Yes	0.06
5	877 FRANCISCO ST	07/01/2026	$1,290,000.00	$989.00	1305	0/2/2	2017	128938	Yes	0.06
6	877 FRANCISCO ST	06/25/2026	$750,000.00	$862.00	870	0/1/1	2017	128938	Yes	0.06
7	877 FRANCISCO ST	06/12/2026	$730,000.00	$887.00	823	0/1/1	2017	128938	Yes	0.06
8	877 FRANCISCO ST	05/27/2026	$630,000.00	$841.00	749	0/1/1	2017	128938	Yes	0.06
9	900 W OLYMPIC BLVD	07/31/2026	$1,050,000.00	$833.00	1260	0/1/2	2010	399271	Yes	0.22
10	600 W 9TH ST	07/20/2026	$575,000.00	$482.00	1193	0/2/2	1983	83417	Yes	0.27
11	645 W 9TH ST	07/08/2026	$588,000.00	$612.00	960	0/1/2	2006	74836	Yes	0.27
12	600 W 9TH ST	06/05/2026	$601,000.00	$504.00	1193	0/2/2	1983	83417	Yes	0.27
13	645 W 9TH ST	06/03/2026	$335,000.00	$558.00	600	0/0/1	2006	74836	Yes	0.27
14	1100 WILSHIRE BLVD	08/06/2026	$432,000.00	$540.00	800	0/1/1	1986	27098	Yes	0.31
15	1100 WILSHIRE BLVD	06/23/2026	$758,000.00	$665.00	1140	0/2/1	1986	27098	Yes	0.31
16	801 S GRAND AVE	06/16/2026	$695,000.00	$511.00	1360	0/2/2	1985	58980		0.37
17	1111 S GRAND AVE	07/08/2026	$1,098,000.00	$722.00	1520	0/2/2	2005	38727	Yes	0.45
18	1111 S GRAND AVE	06/05/2026	$469,000.00	$426.00	1100	0/1/1	2005	38727	Yes	0.45
19	1050 S GRAND AVE	07/21/2026	$900,000.00	$709.00	1270	0/2/2	2017	21904	Yes	0.46
20	1100 S GRAND AVE	08/17/2026	$700,000.00	$402.00	1740	0/2/2	2005	18467		0.48
21	1155 S GRAND AVE	07/16/2026	$2,062,500.00	$859.00	2400	0/2/3	2008	52751		0.48
22	1155 S GRAND AVE	06/18/2026	$884,000.00	$597.00	1480	0/2/2	2008	52751		0.48
23	1155 S GRAND AVE	06/09/2026	$575,000.00	$513.00	1120	0/0/2	2008	52751		0.48
24	630 W 6TH ST	07/06/2026	$330,000.00	$485.00	680	0/1/1	1962	26607		0.49
25	630 W 6TH ST	06/16/2026	$329,000.00	$463.00	710	0/1/1	1962	26607		0.49

CHICAGO TITLE

NEIGHBOURHOOD OVERVIEW - NEARBY NEIGHBORS

889 FRANCISCO ST, LOS ANGELES, CA 90017-3638

GREENLAND LA METROPOLIS

889 FRANCISCO ST 808, LOS ANGELES, CA 90017

APN:	5144-023-100		
Bedrooms:	2	**Bathrooms:**	2
Square Feet:	1,290	**Lot Size:**	
Year Built:	2017	**Garage:**	

CAO YUXIA & WANG JIAN

889 FRANCISCO ST 807, LOS ANGELES, CA 90017

APN:	5144-023-099		
Bedrooms:	0	**Bathrooms:**	1
Square Feet:	480	**Lot Size:**	
Year Built:	2017	**Garage:**	

CARTER VASQUEZ, NOVEL L; VASQUEZ, ARMAND V

889 FRANCISCO ST 806, LOS ANGELES, CA 90017

APN:	5144-023-098		
Bedrooms:	2	**Bathrooms:**	3
Square Feet:	1,400	**Lot Size:**	
Year Built:	2017	**Garage:**	

LAU YAN TING; LAU YING TING

889 FRANCISCO ST 805, LOS ANGELES, CA 90017

APN:	5144-023-097		
Bedrooms:	0	**Bathrooms:**	1
Square Feet:	480	**Lot Size:**	
Year Built:	2017	**Garage:**	

HAYAKAWA HIROSHI; TORIGOE YOKO

889 FRANCISCO ST 803, LOS ANGELES, CA 90017

APN:	5144-023-096		
Bedrooms:	1	**Bathrooms:**	2
Square Feet:	920	**Lot Size:**	
Year Built:	2017	**Garage:**	

KOUROUYAN ARA & FRIDA; KOUROUYAN NAREG

889 FRANCISCO ST 802, LOS ANGELES, CA 90017

APN:	5144-023-095		
Bedrooms:	1	**Bathrooms:**	1
Square Feet:	740	**Lot Size:**	
Year Built:	2017	**Garage:**	

GREENLAND LA METROPOLIS

889 FRANCISCO ST 711, LOS ANGELES, CA 90017

APN:	5144-023-093		
Bedrooms:	1	**Bathrooms:**	2
Square Feet:	870	**Lot Size:**	
Year Built:	2017	**Garage:**	

YAMAMOTO YUKINARI

889 FRANCISCO ST 710, LOS ANGELES, CA 90017

APN:	5144-023-092		
Bedrooms:	1	**Bathrooms:**	1
Square Feet:	750	**Lot Size:**	
Year Built:	2017	**Garage:**	

HWANG PHILLIP

889 FRANCISCO ST 709, LOS ANGELES, CA 90017

APN:	5144-023-091		
Bedrooms:	1	**Bathrooms:**	2
Square Feet:	980	**Lot Size:**	
Year Built:	2017	**Garage:**	

RYU, DAVID; YOON, REGINA

889 FRANCISCO ST 708, LOS ANGELES, CA 90017

APN:	5144-023-090		
Bedrooms:	2	**Bathrooms:**	2
Square Feet:	1,290	**Lot Size:**	
Year Built:	2017	**Garage:**	

KANG BONG JOO

889 FRANCISCO ST 707, LOS ANGELES, CA 90017

APN:	5144-023-089		
Bedrooms:	0	**Bathrooms:**	1
Square Feet:	480	**Lot Size:**	
Year Built:	2017	**Garage:**	

BHATIA ROCKY R & SAPNA

889 FRANCISCO ST 706, LOS ANGELES, CA 90017

APN:	5144-023-088		
Bedrooms:	2	**Bathrooms:**	3
Square Feet:	1,400	**Lot Size:**	
Year Built:	2017	**Garage:**	

GUANG TAO

889 FRANCISCO ST 705, LOS ANGELES, CA 90017

APN:	5144-023-087		
Bedrooms:	0	**Bathrooms:**	1
Square Feet:	480	**Lot Size:**	
Year Built:	2017	**Garage:**	

YU KWAN KEUNG; YU TINA

889 FRANCISCO ST 703, LOS ANGELES, CA 90017

APN:	5144-023-086		
Bedrooms:	1	**Bathrooms:**	2
Square Feet:	920	**Lot Size:**	
Year Built:	2017	**Garage:**	

AMJAD UMAIR

889 FRANCISCO ST 702, LOS ANGELES, CA 90017

APN:	5144-023-085		
Bedrooms:	1	**Bathrooms:**	1
Square Feet:	740	**Lot Size:**	
Year Built:	2017	**Garage:**	

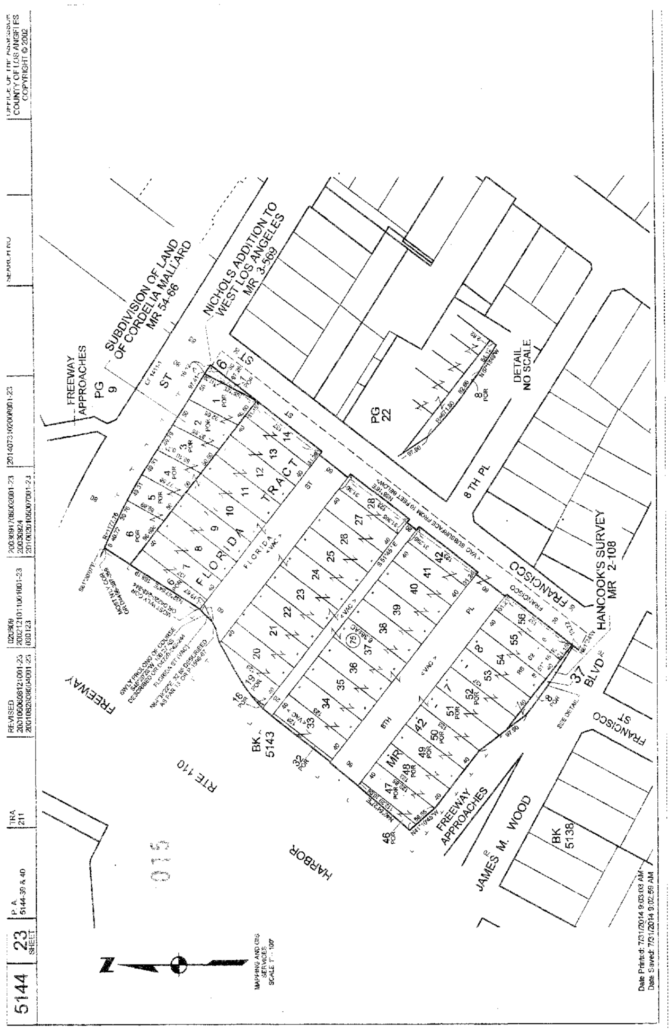
CHICAGO TITLE

PLAT MAP

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Click map image to view PDF version

[Click here to learn how to read an assessor's plat map]



CHICAGO TITLE

LIMITATIONS OF LIABILITY

This page is part of your document - DO NOT DISCARD

20200690103

Pages: 0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

06/24/20 AT 08:00AM

FEES:	43.00
TAXES:	3,640.00
OTHER:	0.00
PAID:	3,683.00

LEADSHEET

202006241040063

00018430482

010874513

SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

F269820

E08_200624_7[illegible]7

LAWYERS TITLE
1200922259
5144-023-094

RECORDING REQUESTED BY:
LAWYERS TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Mr. Argam Aghazarian
889 Francisco Street #801
Los Angeles, CA 90017

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 122092259 **Escrow No.:** 021862-RT
AP#: 5144-023-094

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) 80 44
DOCUMENTARY TRANSFER TAX is $715.00 **CITY TRANSFER TAX** $2,925.00
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Los Angeles **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Xiaolong Zhang and Qingqing Dong, Husband and Wife

hereby GRANT(s) to:

Argam Aghazarian, a Single Man

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 889 Francisco St., #801, Los Angeles, CA 90017

Dated June 8, 2020

Xiaolong Zhang
Xiaolong Zhang

Qingqing Dong
Qingqing Dong

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~~ People's Republic of China
COUNTY OF Municipality of Shanghai
Consulate General of the United States of America) SS.

On 11 JUN 2020 before me, Meredith Davis Vice Consul U.S. Consulate General Shanghai A Notary Public personally appeared Xiaolong Zhang & Qingqing Dong 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 ______________________ (Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

American Consulate General
Shanghai China

PRESIDENTIAL COMMISSIONS DO NOT EXPIRE

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA SHANGHAI, CHINA

SYNRGO

Government Code 27361.7

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

See Clarity Copy Attached

Place of Execution : NORWALK

SYNRGO, Inc. as agent

Signature

Date: ____/____/____

RECORDING REQUESTED BY:
LAWYERS TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Mr. Argam Aghazarian

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 122092259 **Escrow No.:** 021862-RT
AP#: 5144-023-094

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $ **CITY TRANSFER TAX $**
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[ ] Unincorporated area [X] City of Los Angeles **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Xiaolong Zhang and Qingqing Dong, Husband and Wife

hereby GRANT(s) to:

Argam Aghazarian, a Single Man

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 889 Francisco St., #801, Los Angeles, CA 90017

Dated June 8, 2020

____
Xiaolong Zhang

____
Qingqing Dong

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 ______________________________ (Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

A Condominium comprised of:

Parcel 1:

An undivided One-Three Hundred Tenth ($1/310^{th}$) fee simple interest, as a tenant in common, in and to Common Area of Module "A" of Lot 3 of Tract No. 66352-01, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1386, Pages 29 through 38, inclusive, of Maps, as shown and defined on that certain Condominium Plan for Metropolis I, Lot 3 of Tract No. 66352-01, recorded on August 26, 2016 as Instrument No. 2016-1021092 of Official Records and as amended by that certain Amendment to Condominium Plan for Metropolis I, recorded March 21, 2017 as Instrument No. 2017-316092 of Official Records, all in the Office of the County Recorder of said County; including all amendments thereto.

Parcel 2:

Unit 801, of Module "A" of Lot 3 of Tract No. 66352-01, as shown and described in said Condominium Plan.

Parcel 3:

Those certain exclusive use Master Association Property Parking Space(s) in the Parking Garage in Module "B" of Lot 3 of tract No. 66352-01, as shown and designated in the above referenced Condominium Plan with the number/letter designation "P296" , consisting of exclusive easements for use thereof appurtenant to Parcels 1 and 2 above, as defined and described in the Declaration of Establishment of Covenants, Conditions and Restrictions for Metropolis I, recorded August 26, 2016 as Instrument No. 2016-1021093 of Official Records, The Master Declaration of Covenants, Conditions and Restrictions and Establishment of Easements recorded March 25, 2016 as Instrument No. 2016-332072 of Official Records and The Condominium Plan mentioned above.

Parcel 4:

That certain exclusive use Master Association Property Storage Space in the Parking Garage in Module "B" of Lot 3 of tract No. 66352-01, as shown and designated in the above referenced Condominium Plan with the number/letter designation "S-122", consisting of exclusive easements for use thereof appurtenant to Parcels 1 and 2 above, as defined and described in the Declaration, The Master Declaration and The Condominium Plan mentioned above.

Parcel 5:

Non-exclusive easements for access, ingress, egress, use, enjoyment, drainage, encroachment, support, maintenance, repairs and for other purposes, all as described in the Declaration and The Master Declaration mentioned above.

APN: 5144-023-094

This page is part of your document - DO NOT DISCARD

20200690104

Pages: 0020

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

06/24/20 AT 08:00AM

FEES:	138.00
TAXES:	0.00
OTHER:	0.00
PAID:	138.00

LEADSHEET

202006241040063

00018430483

010874513

SEQ: 02

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

F269820

E08_200624_7[illegible]7

RECORDING REQUESTED BY

Lawyers Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME Thrivent Federal Credit Union

STREET ADDRESS 600 Portland Avenue S, Suite 120

CITY, STATE & ZIP CODE Minneapolis, MN. 55415

SPACE ABOVE FOR RECORDER'S USE ONLY

Deed of Trust

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars ($75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars ($225.00).

- [x] **Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).**
- [ ] **Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.**
- [ ] **Exempt from fee per GC 27388.1 (a) (1); fee cap of $225.00 reached.**
- [ ] **Exempt from the fee per GC 27388.1 (a) (1); not related to real property.**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

LAWYERS TITLE
1200922259
5144-023-094
Recording Requested By:
Thrivent Federal Credit Union

After Recording Return To:
Thrivent Federal Credit Union
600 Portland Ave S Ste 1200
Minneapolis, MN 55415-4402
866-226-5225

Prepared By:
Closing Department MS 980
Thrivent Federal Credit Union
625 Fourth Ave. S
Minneapolis, MN 55415-1624

Parcel ID Number: 5144-023-094

[Space Above This Line For Recording Data]

DEED OF TRUST

Loan #: **13088**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated **June 22, 2020**, together with all Riders to this document.
(B) **"Borrower"** is **Argam Aghazarian, a single man.** Borrower's address is **426 N Jackson St #104, Glendale, CA 91206.** Borrower is the trustor under this Security Instrument.
(C) **"Lender"** is **Thrivent Federal Credit Union.** Lender is a **Federal Credit Union** organized and existing under the laws of **THE UNITED STATES OF AMERICA.** Lender's address is **625 Fourth Ave. S MS 980, Minneapolis, MN 55415. Lender is the beneficiary under this Security Instrument.**
(D) **"Trustee"** is **Atlantic Escrow Corp., 2500 E. Colorado Blvd. Suite 250, Pasadena, CA 91107.**
(E) **"Note"** means the promissory note signed by Borrower and dated **June 22, 2020.** The Note states that Borrower owes Lender **FOUR HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100** Dollars (U.S. **$487,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 01, 2050.**
(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[ ] Adjustable Rate Rider [X] Condominium Rider [ ] Second Home Rider

[ ] Balloon Rider [ ] Planned Unit Development Rider [ ] VA Rider
[ ] 1-4 Family Rider [ ] Biweekly Payment Rider [ ] Other(s)[specify]

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY** of **Los Angeles**:

See Attached Exhibit "A"

Complete legal description
attached hereto as Exhibit "A"

which currently has the address of **889 Francisco St Unit #801, Los Angeles**, California **90017** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice 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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. 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 debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

______________________________ (Seal)
Borrower - **Argam Aghazarian**

[Space Below This Line for Acknowledgment]

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 LOS ANGELES)

On JUNE 22, 2020 before me, CHU CHANG YEH, NOTARY PUBLIC

(herein insert name and title of officer), personally appeared

ARSAM AGHAZARIAN

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.

CHU CHANG YEH
COMM. # 2284863
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires APRIL 11, 2023

Signature ______________ (Seal)

NOTARY MUST PRINT OR TYPE
This must be printed or typed in a manner that is photographically reproducible (GC27201.5)

Name of the notary: CHU CHANG YEH

County of notary's principal place of business: LOS ANGELES

Notary's phone number: (626) 623-2435

Notary's registration number: 2284863

Commission expiration date: APR. 11, 2023

Origination Company: **Thrivent Federal Credit Union**
NMLSR ID: **1012971**
Originator: **Vicki Nyman**
NMLSR ID: **1682780**

130888

MCMORTDOT

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

A Condominium comprised of:

Parcel 1:

An undivided One-Three Hundred Tenth (1/310th) fee simple interest, as a tenant in common, in and to Common Area of Module "A" of Lot 3 of Tract No. 66352-01, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1386, Pages 29 through 38, inclusive, of Maps, as shown and defined on that certain Condominium Plan for Metropolis I, Lot 3 of Tract No. 66352-01, recorded on August 26, 2016 as Instrument No. 2016-1021092 of Official Records and as amended by that certain Amendment to Condominium Plan for Metropolis I, recorded March 21, 2017 as Instrument No. 2017-316092 of Official Records, all in the Office of the County Recorder of said County; including all amendments thereto.

Parcel 2:

Unit 801, of Module "A" of Lot 3 of Tract No. 66352-01, as shown and described in said Condominium Plan.

Parcel 3:

Those certain exclusive use Master Association Property Parking Space(s) in the Parking Garage in Module "B" of Lot 3 of tract No. 66352-01, as shown and designated in the above referenced Condominium Plan with the number/letter designation "P296" , consisting of exclusive easements for use thereof appurtenant to Parcels 1 and 2 above, as defined and described in the Declaration of Establishment of Covenants, Conditions and Restrictions for Metropolis I, recorded August 26, 2016 as Instrument No. 2016-1021093 of Official Records, The Master Declaration of Covenants, Conditions and Restrictions and Establishment of Easements recorded March 25, 2016 as Instrument No. 2016-332072 of Official Records and The Condominium Plan mentioned above.

Parcel 4:

That certain exclusive use Master Association Property Storage Space in the Parking Garage in Module "B" of Lot 3 of tract No. 66352-01, as shown and designated in the above referenced Condominium Plan with the number/letter designation "S-122", consisting of exclusive easements for use thereof appurtenant to Parcels 1 and 2 above, as defined and described in the Declaration, The Master Declaration and The Condominium Plan mentioned above.

Parcel 5:

Non-exclusive easements for access, ingress, egress, use, enjoyment, drainage, encroachment, support, maintenance, repairs and for other purposes, all as described in the Declaration and The Master Declaration mentioned above.

APN: 5144-023-094

Loan #: 13088

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **22nd** day of **June, 2020**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Thrivent Federal Credit Union** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

889 Francisco St Unit #801, Los Angeles, CA 90017
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

The Metropolis
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

_______________________________ (Seal)
Borrower - **Argam Aghazarian**

Origination Company: **Thrivent Federal Credit Union**
NMLSR ID: **1012971**
Originator: **Vicki Nyman**
NMLSR ID: **1682780**

This page is part of your document - DO NOT DISCARD

20170743477

Pages: 0028

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/05/17 AT 08:00AM

FEES:	103.00
TAXES:	0.00
OTHER:	0.00
PAID:	103.00

LEADSHEET

201707053290009

00013932070

008435229

SEQ:
02

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

F248971

E08_170703_5[illegible]76

Old Republic Title Company
Major Accounts - Commercial Division

When recorded, mail to:
East West Bank
9300 Flair Drive, 3rd Floor
El Monte , CA 91731

Title Order No.: 0227648010-HK
Escrow No.: 03-016696-EB
LOAN #: 09174794

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1000593-0009174794-1
MERS PHONE #: 1-888-679-6377

5144-023-094

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **June 13, 2017,** together with all all Riders to this document.

(B) "Borrower" is **XIAOLONG ZHANG AND QINGQING DONG, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH THE RIGHT OF SURVIVORSHIP.**

Borrower's address is **11-1503 ZHU JIANG JUN JING ZHONG QU, FENGTAI DIST, BEIJING,100073,==CHINA.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **East West Bank .**

Lender is **a Banking Corporation,** organized and existing under the laws of **California.** Lender's address is **9300 Flair Drive, 5th Floor, El Monte, CA 91731.**

(D) "Trustee" is **East West Investment Inc, A California Corporation.**

(E) "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "**Note**" means the promissory note signed by Borrower and dated **June 13, 2017.** The Note states that Borrower owes Lender **FOUR HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED SEVENTY SIX AND NO/100*** Dollars (U.S. **$448,476.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2047.**

(G) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[x] Adjustable Rate Rider	[x] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[x] Other(s) [specify]
[x] 1-4 Family Rider	[ ] Biweekly Payment Rider	**SURETYSHIP RIDER**
[ ] V.A. Rider		

(J) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "**Escrow Items**" means those items that are described in Section 3.

(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] of **LOS ANGELES** [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 5144-023-094

which currently has the address of **889 SOUTH FRANCISCO STREET, UNIT #801, Los Angeles,**
[Street] [City]

California **90017** ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note: (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice 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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. 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 debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

张小龙 06/26/2017 (Seal)
XIAOLONG ZHANG **DATE**

董青青 06/26/2017 (Seal)
QINGQING DONG **DATE**

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~~ People's Republic of China) Municipality of Beijing) SS: Embassy of the United
~~County of~~ States of America)

On 26 JUN 2017 **, before me,** Joshua Kamp Vice Consul
(here insert name and title of the officer), personally appeared XIAOLONG ZHANG AND QINGQING DONG, 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 ______________________

______________________ **(NOTARY)**

(SEAL)

ZXL DQQ
Initials: 06/26/2017

Lender: East West Bank
NMLS ID: 469761
Loan Originator: Cheryl Yu
NMLS ID: 1347263

Initials: ZXL DQQ

SPL INC.

Government Code 27361.7

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

Venue:
Peoples Republic of China
municipality of Beijing
Embassy of The United States
of America

Place of Execution : LOS ANGELES

SPL, Inc. as agent

Signature

Date: 7 / 5 / 17

ORDER NO. : 0227648010

EXHIBIT A

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED ONE THREE HUNDRED TENTH (1/310TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE "A" OF LOT 3 OF TRACT NO. 66352-01, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1386, PAGES 29 THROUGH 38, INCLUSIVE, OF MAPS, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN FOR LOT 3 OF TRACTNO. 66352-01, RECORDED ON AUGUST 26, 2016, AS INSTRUMENT NO. 2016-1021092, ("*CONDOMINIUM PLAN*"), AND AS AMENDED BY THAT CERTAIN AMENDED CONDOMINIUM PLAN METROPOLIS I, RECORDED ON MARCH 21, 2017, AS INSTRUMENT NO. 20170316092, OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDING ALL AMENDMENTS THERETO.

PARCEL 2:

UNIT NO. 801, OF MODULE "A" OF LOT 3 OF TRACT NO. 66352-01, AS SHOWN AND DESCRIBED IN SAID CONDOMINIUM PLAN.

RESERVING FROM SAID PARCELS 1 AND 2 ABOVE, FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS IN INTEREST, AND OTHERS, EASEMENTS FOR ACCESS, USE, ENJOYMENT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE "DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR METROPOLIS I", RECORDED ON AUGUST 26, 2016, AS INSTRUMENT NO. 2016-1021093, OF THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, INCLUDING ANY AMENDMENTS THERETO ("*DECLARATION*"), AND IN THAT CERTAIN "MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR METROPOLIS", RECORDED ON MARCH 25, 2016, AS INSTRUMENT NO. 2016-0332072, OF OFFICIAL RECORDS, INCLUDING ALL AMENDMENTS THERETO ("*MASTER DECLARATION*").

PARCEL 3:

THOSE CERTAIN EXCLUSIVE USE MASTER ASSOCIATION PROPERTY PARKING SPACES IN THE PARKING GARAGE IN MODULE "B" OF LOT 3 OF TRACT NO. 66352-01, AS SHOWN AND DESIGNATED IN THE ABOVE-REFERENCED CONDOMINIUM PLAN WITH THE NUMBER/LETTER DESIGNATION "P-296", CONSISTING OF EXCLUSIVE EASEMENTS FOR USE THEREOF APPURTENANT TO PARCELS 1 AND 2 ABOVE, AS DEFINED AND DESCRIBED IN THE DECLARATION, THE MASTER DECLARATION AND THE CONDOMINIUM PLAN.

PARCEL 4:

THOSE CERTAIN EXCLUSIVE USE MASTER ASSOCIATION PROPERTY STORAGE SPACE IN THE PARKING GARAGE IN MODULE "B" OF LOT 3 OF TRACT NO. 66352-01, AS SHOWN AND DESIGNATED IN THE ABOVE-REFERENCED CONDOMINIUM PLAN WITH THE NUMBER/LETTER DESIGNATION "S122", CONSISTING OF EXCLUSIVE EASEMENTS FOR USE THEREOF APPURTENANT TO PARCELS 1 AND 2 ABOVE, AS DEFINED AND DESCRIBED IN THE DECLARATION, THE MASTER DECLARATION AND THE CONDOMINIUM PLAN.

PARCEL 5:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION AND MASTER DECLARATION.

APN: 5144-023-094

LOAN #: 09174794
MIN: 1000593-0009174794-1

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **13th** day of **June, 2017** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **East West Bank, a Banking Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **889 SOUTH FRANCISCO STREET, UNIT #801**
Los Angeles, CA 90017

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Initials: ZXL DQW

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Initials: ZXL DdQ

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

张小龙 06/26/2017 (Seal)

XIAOLONG ZHANG **DATE**

董青青 06/26/2017 (Seal)

QINGQING DONG **DATE**

Initials: ZXL DQQ

LOAN #: 09174794
MIN: 1000593-0009174794-1

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **13th** day of **June, 2017** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **East West Bank, a Banking Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **889 SOUTH FRANCISCO STREET, UNIT #801, Los Angeles, CA 90017.**

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **METROPOLIS I**

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

LOAN #: 09174794

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

张小龙 06/26/2017 (Seal)
XIAOLONG ZHANG **DATE**

董青青 06/26/2017 (Seal)
QINGQING DONG **DATE**

LOAN #: 09174794
MIN: 1000593-0009174794-1

ADJUSTABLE RATE RIDER
(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **13th** day of **June, 2017** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **East West Bank, a Banking Corporation**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **889 SOUTH FRANCISCO STREET, UNIT #801, Los Angeles, CA 90017.**

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **4.000 %**. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the **1st** day of **July, 2020** and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND ONE-FOURTH** percentage point(s) (**3.250 %**) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest **ONE-EIGHTH OF ONE** percentage point(s) (**0.125 %**). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **6.000 %** or less than **3.250 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **10.000 %. My interest rate will never be less than the start rate or 3.250 %.**

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

张小龙 06/26/2017 (Seal)
XIAOLONG ZHANG DATE

董青青 06/26/2017 (Seal)
QINGQING DONG DATE

SURETYSHIP RIDER TO DEED OF TRUST
(Non-Borrower Joint Owner)

THIS RIDER IS ATTACHED TO THE DEED OF TRUST dated as of 06/13/2017 executed by XIAOLONG ZHANG AND QINGQING DONG, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH THE RIGHT OF SURVIVORSHIP as Trustor, and naming **East West Investment Inc.** as Trustee and **East West Bank** as Beneficiary ("Deed of Trust"), encumbering certain real property described in the Deed of Trust ("Property"), which description is incorporated by this reference. This Rider is incorporated into and amends and supplements the Deed of Trust. The Deed of Trust secures a promissory note dated 06/13/2017 from XIAOLONG ZHANG ("Borrower"). QINGQING DONG is not a party to the Note.

1. **WAIVERS**

1.1 Joint Owners waives any right to require Beneficiary to: (i) proceed against any person, including Borrower; (ii) proceed against or exhaust any collateral held from Borrower or any other person; (iii) give notice of the terms, time and place of any public or private sale of personal property security held from Borrower or comply with any other provision of Section 9504 of the California Uniform Commercial Code; (iv) pursue any other remedy in Beneficiary's power; or (v) make any presentment, demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor in connection with any obligation secured by the Deed of Trust, or in connection with the connection with the creation of new or additional obligations.

1.2 Joint Owner waives any defenses arising by reason of: (i) the incapacity, lack of authority, death or disability or other defense of Borrower or any other person, including but not limited to the insolvency or bankruptcy of Borrower or any other person, or any stay in connection with any such bankruptcy proceedings, or the failure of Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy, or any other proceeding) of Borrower or any other person; (ii) the cessation from any cause whatsoever, other than payment in full, of the obligations of Borrower or any other person; (iii) the application by Borrower of the proceeds of any obligation secured hereby for purposes other than the purposes represented by Borrower to Beneficiary or intended or understood by Joint Owner; (iv) any act or omission by Beneficiary which directly or indirectly results in or aids the discharge or release of Borrower, any other person, any obligation secured hereby, or any collateral by operation of law or equity or otherwise; or (v) any modification of any obligation secured hereby, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of such obligations, increase or decrease of the rate of interest thereon, or other change in the terms of such obligations or any part thereof.

1.3 Joint Owner waives all rights which Joint Owner may have under any requirement of law or equity that Beneficiary exhaust any other security for the obligations secured hereby before proceeding under the Deed of Trust.

2. **UNDERSTANDING WITH RESPECT TO WAIVERS.** Joint Owner warrants and agrees that the waivers set forth above are made with Joint Owner's full knowledge of the significance and consequences, with the understanding that the events giving rise to any defense waived may diminish, destroy or otherwise adversely affect rights which Joint Owner otherwise may have against Borrowers, Beneficiary or others, or against collateral, and that, under the circumstances, the waivers are reasonable. If any of the waivers are determined to be unenforceable, the remaining waivers shall be effective to the maximum extent permitted by law.

Joint Owner and Borrower each acknowledges that he/she has read all of the provisions of this Suretyship Rider to Deed of Trust and each agrees to its terms.

Joint Owner:		Borrower:	
董青青	06/26/2017	张小龙	06/26/2017
QINGQING DONG	Date	XIAOLONG ZHANG	Date
	Date		Date

This page is part of your document - DO NOT DISCARD

20170743477

Pages: 0028

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/05/17 AT 08:00AM

FEES:	103.00
TAXES:	0.00
OTHER:	0.00
PAID:	103.00

LEADSHEET

201707053290009

00013932070

008435229

SEQ:
02

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

F248971

E08_170703_5[illegible]76

This page is part of your document - DO NOT DISCARD

20170743476

Pages: 0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/05/17 AT 08:00AM

FEES:	41.00
TAXES:	4,186.00
OTHER:	0.00
PAID:	4,227.00

LEADSHEET

201707053290009

00013932069

008435229

SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

E248971

E08_170703_5[illegible]76

Old Republic Title Company
Major Accounts - Commercial Division

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:
Mail Tax Statements to:
XiaoLong Zhang and Qingqing Dong
11-1503 Zhu Jiang Jun Jing Zhong Qu,
Fengtai Dist, Beijing, 100073, China

****

APN: 5144-023-094

GRANT DEED
(Lot 3 of Tract No. 66352-01)

The undersigned Grantor declares:

(1) The documentary transfer tax is $822.25 (county), and $3,363.75 (city), which is computed on full value of the property conveyed.

(2) The property is located in the City of Los Angeles, County of Los Angeles.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GREENLAND LA METROPOLIS DEVELOPMENT I LLC, a Delaware limited liability company ("***Grantor***"), hereby grants to

XiaoLong Zhang and Qingqing Dong, Husband and Wife as Community Property with the Right of Survivorship ("***Grantee***")

the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: April 5, 2017

GRANTOR: **GREENLAND LA METROPOLIS DEVELOPMENT I LLC,**
a Delaware limited liability company

By: Greenland US Holding, Inc.,
a Delaware corporation
Its Sole Member

By: ______________________

Name: CHAO WU

Its: VP

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF Los Angeles)

On April 6, 2017, before me, Iwaldo H. Pinn, a Notary Public (here insert name and title of the officer), personally appeared Chao Wu, 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 [signature] (Seal)

IWALDO H. PINN
COMM.# 2069092
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXPIRES JUNE 18, 2018

EXHIBIT "A"

A Condominium Comprised of:

PARCEL 1: An undivided one three hundred tenth (1/310th) fee simple interest as a tenant in common in and to the Common Area of Module "A" of Lot 3 of Tract No. 66352-01, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 1386, Pages 29 through 38, inclusive, of Maps, as shown and defined on that certain Condominium Plan for Lot 3 of Tract No. 66352-01, recorded on August 26, 2016, as Instrument No. 2016-1021092, ("***Condominium Plan***"), and as amended by that certain Amended Condominium Plan Metropolis I, recorded on March 21, 2017, as Instrument No. 20170316092, of Official Records, all in the Office of the County Recorder of said County, including all amendments thereto.

PARCEL 2: Unit No. 801, of Module "A" of Lot 3 of Tract No. 66352-01, as shown and described in said Condominium Plan.

RESERVING FROM SAID PARCELS 1 AND 2 ABOVE, for the benefit of Grantor, its successors in interest, and others, easements for access, use, enjoyment, maintenance, repairs, and for other purposes, all as described in the Declaration of Establishment of Conditions, Covenants and Restrictions for Metropolis I, recorded on August 26, 2016, as Instrument No. 2016-1021093, of the Official Records of Los Angeles County, California, including any amendments thereto ("***Declaration***"), and in that certain "Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Metropolis", recorded on March 25, 2016, as Instrument No. 2016-0332072, of Official Records, including all amendments thereto ("***Master Declaration***").

PARCEL 3: Those certain Exclusive Use Master Association Property parking spaces in the parking garage in Module "B" of Lot 3 of Tract No. 66352-01, as shown and designated in the above-referenced Condominium Plan with the number/letter designation "P-296", consisting of exclusive easements for use thereof appurtenant to Parcels 1 and 2 above, as defined and described in the Declaration, the Master Declaration and the Condominium Plan.

PARCEL 4: Those certain Exclusive Use Master Association Property storage space in the parking garage in Module "B" of Lot 3 of Tract No. 66352-01, as shown and designated in the above-referenced Condominium Plan with the number/letter designation "S122", consisting of exclusive easements for use thereof appurtenant to Parcels 1 and 2 above, as defined and described in the Declaration, the Master Declaration and the Condominium Plan.

PARCEL 5: Nonexclusive easements for access, ingress, egress, use, enjoyment, drainage, encroachment, support, maintenance, repairs, and for other purposes, all as described in the Declaration and Master Declaration.

SUBJECT TO:

1. Current Taxes and Assessments.

2. The Master Declaration and Declaration, and any amendments thereto, and the covenants, conditions, restrictions, rights, easements, reservations, benefits and burdens therein contained, each and all of which are covenants running with the

SUBJECT TO:

1. Current Taxes and Assessments.

2. The Master Declaration and Declaration, and any amendments thereto, and the covenants, conditions, restrictions, rights, easements, reservations, benefits and burdens therein contained, each and all of which are covenants running with the land established in accordance with Section 1468 of the California Civil Code for the benefit of and binding upon the parties hereto and each successive owner of all or any portion of the land affected thereby and are hereby expressly incorporated herein by reference as though set out herein in full.

3. The "Notice of Procedures for Construction Claims Pursuant to California Civil Code Section 912(f)," recorded on August 30, 2016, as Instrument No. 2016-1033770, in the Office of the County Recorder of said County, and the restrictions, rights, benefits and burdens therein contained, each and all of which are covenants running with the land established in accordance with Section 1468 of the California Civil Code for the benefit of and binding upon the parties hereto and each successive owner of all or any portion of the land affected thereby and are hereby expressly incorporated herein by reference as though set out herein in full.

4. All other covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record as well as any of such matters that are apparent.

BY ACCEPTANCE AND RECORDATION OF THIS DEED, AND BY ITS EXECUTION OF THIS DEED, GRANTEE HEREBY (A) ACCEPTS AND APPROVES ALL OF THE FOREGOING IN THIS DEED, (B) GRANTS TO GRANTOR, METROPOLIS MASTER ASSOCIATION AND METROPOLIS I CONDOMINIUM OWNERS' ASSOCIATION SUCH POWERS AND RIGHTS AS ARE SET FORTH IN THE MASTER DECLARATION AND THE DECLARATION, AND (C) ACCEPTS, APPROVES, ADOPTS, RATIFIES AND AGREES TO BE BOUND BY, AND TO ASSUME PERFORMANCE OF, ALL OF THE APPLICABLE REQUIREMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS AND OTHER MATTERS SET FORTH IN THE MASTER DECLARATION AND THE DECLARATION, AND ALL AMENDMENTS THERETO, ALL OF WHICH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE THERETO WITH THE SAME FORCE AND EFFECT AS THOUGH FULLY SET FORTH HEREIN AT LENGTH, AND AGREES TO PAY PROMPTLY WHEN DUE, ANY AND ALL ASSESSMENTS AS REQUIRED UNDER SAID DECLARATION AND MASTER DECLARATION.

ACCEPTANCE OF GRANT DEED:

GRANTEES:

Date: 06/26, 2017

张小龙
XIAOLONG ZHANG

董青青
QINGQING DONG

Old Republic Title Company
Major Accounts - Commercial Division

When recorded, mail to:
East West Bank
9300 Flair Drive, 3rd Floor
El Monte , CA 91731

Title Order No.: 0227648010-HK
Escrow No.: 03-016696-EB
LOAN #: 09174794

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1000593-0009174794-1
MERS PHONE #: 1-888-679-6377

5144-023-004

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **June 13, 2017,** together with all all Riders to this document.

(B) "Borrower" is **XIAOLONG ZHANG AND QINGQING DONG, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH THE RIGHT OF SURVIVORSHIP.**

Borrower's address is **11-1503 ZHU JIANG JUN JING ZHONG QU, FENGTAI DIST, BEIJING,100073,==CHINA.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **East West Bank .**

Lender is **a Banking Corporation,** organized and existing under the laws of **California.** Lender's address is **9300 Flair Drive, 5th Floor, El Monte, CA 91731.**

(D) "Trustee" is **East West Investment Inc, A California Corporation.**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **June 13, 2017.** The Note states that Borrower owes Lender **FOUR HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED SEVENTY SIX AND NO/100*** Dollars (U.S. **$448,476.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2047.**

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- [x] Adjustable Rate Rider
- [ ] Balloon Rider
- [x] 1-4 Family Rider
- [ ] V.A. Rider
- [x] Condominium Rider
- [ ] Planned Unit Development Rider
- [ ] Biweekly Payment Rider
- [ ] Second Home Rider
- [x] Other(s) [specify] **SURETYSHIP RIDER**

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] of **LOS ANGELES** [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 5144-023-094

which currently has the address of **889 SOUTH FRANCISCO STREET, UNIT #801, Los Angeles,** [Street] [City]

California **90017** [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice 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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. 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 debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

LOAN #: 09174794

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

张小龙 06/26/2017 (Seal)
XIAOLONG ZHANG **DATE**

董青青 06/26/2017 (Seal)
QINGQING DONG **DATE**

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.

People's Republic of China)
Municipality of Beijing) SS:
~~State of~~ Embassy of the United)
~~County of~~ States of America)

On 26 JUN 2017**, before me,** Joshua Kamp Vice Consul
(here insert name and title of the officer), personally appeared XIAOLONG ZHANG AND QINGQING DONG, 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 ______________________

______________________ **(NOTARY)**

(SEAL)

ZXL DQQ
Initials: 06/26/2017

Lender: East West Bank
NMLS ID: 469761
Loan Originator: Cheryl Yu
NMLS ID: 1347263

SPL INC

Government Code 27361.7

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

Venue:
Peoples Republic of China
municipality of Beijing
Embassy of The United States
of America

Place of Execution : LOS ANGELES

SPL, Inc. as agent

Signature

Date: 7 / 5 / 17

Revised 9/6/06 R.1
DR 012 Penalty of Perjury R1 (1)

ORDER NO. : 0227648010

EXHIBIT A

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED ONE THREE HUNDRED TENTH (1/310TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE "A" OF LOT 3 OF TRACT NO. 66352-01, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1386, PAGES 29 THROUGH 38, INCLUSIVE, OF MAPS, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN FOR LOT 3 OF TRACTNO. 66352-01, RECORDED ON AUGUST 26, 2016, AS INSTRUMENT NO. 2016-1021092, ("*CONDOMINIUM PLAN*"), AND AS AMENDED BY THAT CERTAIN AMENDED CONDOMINIUM PLAN METROPOLIS I, RECORDED ON MARCH 21, 2017, AS INSTRUMENT NO. 20170316092, OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDING ALL AMENDMENTS THERETO.

PARCEL 2:

UNIT NO. 801, OF MODULE "A" OF LOT 3 OF TRACT NO. 66352-01, AS SHOWN AND DESCRIBED IN SAID CONDOMINIUM PLAN.

RESERVING FROM SAID PARCELS 1 AND 2 ABOVE, FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS IN INTEREST, AND OTHERS, EASEMENTS FOR ACCESS, USE, ENJOYMENT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE "DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR METROPOLIS I", RECORDED ON AUGUST 26, 2016, AS INSTRUMENT NO. 2016-1021093, OF THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, INCLUDING ANY AMENDMENTS THERETO ("*DECLARATION*"), AND IN THAT CERTAIN "MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR METROPOLIS", RECORDED ON MARCH 25, 2016, AS INSTRUMENT NO. 2016-0332072, OF OFFICIAL RECORDS, INCLUDING ALL AMENDMENTS THERETO ("*MASTER DECLARATION*").

PARCEL 3:

THOSE CERTAIN EXCLUSIVE USE MASTER ASSOCIATION PROPERTY PARKING SPACES IN THE PARKING GARAGE IN MODULE "B" OF LOT 3 OF TRACT NO. 66352-01, AS SHOWN AND DESIGNATED IN THE ABOVE-REFERENCED CONDOMINIUM PLAN WITH THE NUMBER/LETTER DESIGNATION "P-296", CONSISTING OF EXCLUSIVE EASEMENTS FOR USE THEREOF APPURTENANT TO PARCELS 1 AND 2 ABOVE, AS DEFINED AND DESCRIBED IN THE DECLARATION, THE MASTER DECLARATION AND THE CONDOMINIUM PLAN.

PARCEL 4:

THOSE CERTAIN EXCLUSIVE USE MASTER ASSOCIATION PROPERTY STORAGE SPACE IN THE PARKING GARAGE IN MODULE "B" OF LOT 3 OF TRACT NO. 66352-01, AS SHOWN AND DESIGNATED IN THE ABOVE-REFERENCED CONDOMINIUM PLAN WITH THE NUMBER/LETTER DESIGNATION "S122", CONSISTING OF EXCLUSIVE EASEMENTS FOR USE THEREOF APPURTENANT TO PARCELS 1 AND 2 ABOVE, AS DEFINED AND DESCRIBED IN THE DECLARATION, THE MASTER DECLARATION AND THE CONDOMINIUM PLAN.

PARCEL 5:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION AND MASTER DECLARATION.

APN: 5144-023-094

LOAN #: 09174794
MIN: 1000593-0009174794-1

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **13th** day of **June, 2017** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **East West Bank, a Banking Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **889 SOUTH FRANCISCO STREET, UNIT #801**
Los Angeles, CA 90017

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Initials: ZXL DQW

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Initials: ZXL DdQ

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

张小龙 06/26/2017 (Seal)

XIAOLONG ZHANG **DATE**

董青青 06/26/2017 (Seal)

QINGQING DONG **DATE**

Initials: ZXL DQQ

LOAN #: 09174794
MIN: 1000593-0009174794-1

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **13th** day of **June, 2017** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **East West Bank, a Banking Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **889 SOUTH FRANCISCO STREET, UNIT #801, Los Angeles, CA 90017.**

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **METROPOLIS I**

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

张小龙 06/26/2017 (Seal)
XIAOLONG ZHANG DATE

董青青 06/26/2017 (Seal)
QINGQING DONG DATE

LOAN #: 09174794

MIN: 1000593-0009174794-1

ADJUSTABLE RATE RIDER
(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **13th** day of **June, 2017** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **East West Bank, a Banking Corporation**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: **889 SOUTH FRANCISCO STREET, UNIT #801, Los Angeles, CA 90017.**

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **4.000 %.** The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the **1st** day of **July, 2020** and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND ONE-FOURTH** percentage point(s) (**3.250 %**) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest **ONE-EIGHTH OF ONE** percentage point(s) (**0.125 %**). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **6.000 %** or less than **3.250 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **10.000 %. My interest rate will never be less than the start rate or 3.250 %.**

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The

Initials: ZXL DXQ

notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

LOAN #: 09174794

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

张小龙 06/26/2017 (Seal)

XIAOLONG ZHANG **DATE**

董青青 06/26/2017 (Seal)

QINGQING DONG **DATE**

SURETYSHIP RIDER TO DEED OF TRUST
(Non-Borrower Joint Owner)

THIS RIDER IS ATTACHED TO THE DEED OF TRUST dated as of 06/13/2017 executed by XIAOLONG ZHANG AND QINGQING DONG, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH THE RIGHT OF SURVIVORSHIP as Trustor, and naming **East West Investment Inc.** as Trustee and **East West Bank** as Beneficiary ("Deed of Trust"), encumbering certain real property described in the Deed of Trust ("Property"), which description is incorporated by this reference. This Rider is incorporated into and amends and supplements the Deed of Trust. The Deed of Trust secures a promissory note dated 06/13/2017 from XIAOLONG ZHANG ("Borrower"). QINGQING DONG is not a party to the Note.

1. **WAIVERS**

1.1 Joint Owners waives any right to require Beneficiary to: (i) proceed against any person, including Borrower; (ii) proceed against or exhaust any collateral held from Borrower or any other person; (iii) give notice of the terms, time and place of any public or private sale of personal property security held from Borrower or comply with any other provision of Section 9504 of the California Uniform Commercial Code; (iv) pursue any other remedy in Beneficiary's power; or (v) make any presentment, demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor in connection with any obligation secured by the Deed of Trust, or in connection with the connection with the creation of new or additional obligations.

1.2 Joint Owner waives any defenses arising by reason of: (i) the incapacity, lack of authority, death or disability or other defense of Borrower or any other person, including but not limited to the insolvency or bankruptcy of Borrower or any other person, or any stay in connection with any such bankruptcy proceedings, or the failure of Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy, or any other proceeding) of Borrower or any other person; (ii) the cessation from any cause whatsoever, other than payment in full, of the obligations of Borrower or any other person; (iii) the application by Borrower of the proceeds of any obligation secured hereby for purposes other than the purposes represented by Borrower to Beneficiary or intended or understood by Joint Owner; (iv) any act or omission by Beneficiary which directly or indirectly results in or aids the discharge or release of Borrower, any other person, any obligation secured hereby, or any collateral by operation of law or equity or otherwise; or (v) any modification of any obligation secured hereby, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of such obligations, increase or decrease of the rate of interest thereon, or other change in the terms of such obligations or any part thereof.

1.3 Joint Owner waives all rights which Joint Owner may have under any requirement of law or equity that Beneficiary exhaust any other security for the obligations secured hereby before proceeding under the Deed of Trust.

2. **UNDERSTANDING WITH RESPECT TO WAIVERS.** Joint Owner warrants and agrees that the waivers set forth above are made with Joint Owner's full knowledge of the significance and consequences, with the understanding that the events giving rise to any defense waived may diminish, destroy or otherwise adversely affect rights which Joint Owner otherwise may have against Borrowers, Beneficiary or others, or against collateral, and that, under the circumstances, the waivers are reasonable. If any of the waivers are determined to be unenforceable, the remaining waivers shall be effective to the maximum extent permitted by law.

Joint Owner and Borrower each acknowledges that he/she has read all of the provisions of this Suretyship Rider to Deed of Trust and each agrees to its terms.

Joint Owner:		Borrower:	
董青青	06/26/2017	张小龙	06/26/2017
QINGQING DONG	Date	XIAOLONG ZHANG	Date
	Date		Date

This page is part of your document - DO NOT DISCARD

20170743476

Pages: 0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/05/17 AT 08:00AM

FEES:	41.00
TAXES:	4,186.00
OTHER:	0.00
PAID:	4,227.00

LEADSHEET

201707053290009

00013932069

008435229

SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

E248971

E08_170703_5020276

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:
Mail Tax Statements to:
XiaoLong Zhang and Qingqing Dong
11-1503 Zhu Jiang Jun Jing Zhong Qu,
Fengtai Dist, Beijing, 100073, China

****

APN: 5144-023-094

GRANT DEED
(Lot 3 of Tract No. 66352-01)

The undersigned Grantor declares:

(1) The documentary transfer tax is $822.25 (county), and $3,363.75 (city), which is computed on full value of the property conveyed.

(2) The property is located in the City of Los Angeles, County of Los Angeles.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GREENLAND LA METROPOLIS DEVELOPMENT I LLC, a Delaware limited liability company ("***Grantor***"), hereby grants to

XiaoLong Zhang and Qingqing Dong, Husband and Wife as Community Property with the Right of Survivorship ("***Grantee***")

the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: April 5, 2017

GRANTOR: **GREENLAND LA METROPOLIS DEVELOPMENT I LLC,**
a Delaware limited liability company

By: Greenland US Holding, Inc.,
a Delaware corporation
Its Sole Member

By: 吴超

Name: CHAO WU

Its: VP

ACKNOWLEDGMENT

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)
) ss.
COUNTY OF Los Angeles)

On April 6, 2017, before me, Iwaldo H. Pinn, a Notary Public (here insert name and title of the officer), personally appeared Chao Wu, 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 [signature] (Seal)

IWALDO H. PINN
COMM.# 2069092
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXPIRES JUNE 18, 2018

EXHIBIT "A"

A Condominium Comprised of:

PARCEL 1: An undivided one three hundred tenth (1/310th) fee simple interest as a tenant in common in and to the Common Area of Module "A" of Lot 3 of Tract No. 66352-01, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 1386, Pages 29 through 38, inclusive, of Maps, as shown and defined on that certain Condominium Plan for Lot 3 of Tract No. 66352-01, recorded on August 26, 2016, as Instrument No. 2016-1021092, ("***Condominium Plan***"), and as amended by that certain Amended Condominium Plan Metropolis I, recorded on March 21, 2017, as Instrument No. 20170316092, of Official Records, all in the Office of the County Recorder of said County, including all amendments thereto.

PARCEL 2: Unit No. 801, of Module "A" of Lot 3 of Tract No. 66352-01, as shown and described in said Condominium Plan.

RESERVING FROM SAID PARCELS 1 AND 2 ABOVE, for the benefit of Grantor, its successors in interest, and others, easements for access, use, enjoyment, maintenance, repairs, and for other purposes, all as described in the Declaration of Establishment of Conditions, Covenants and Restrictions for Metropolis I, recorded on August 26, 2016, as Instrument No. 2016-1021093, of the Official Records of Los Angeles County, California, including any amendments thereto ("***Declaration***"), and in that certain "Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Metropolis", recorded on March 25, 2016, as Instrument No. 2016-0332072, of Official Records, including all amendments thereto ("***Master Declaration***").

PARCEL 3: Those certain Exclusive Use Master Association Property parking spaces in the parking garage in Module "B" of Lot 3 of Tract No. 66352-01, as shown and designated in the above-referenced Condominium Plan with the number/letter designation "P-296", consisting of exclusive easements for use thereof appurtenant to Parcels 1 and 2 above, as defined and described in the Declaration, the Master Declaration and the Condominium Plan.

PARCEL 4: Those certain Exclusive Use Master Association Property storage space in the parking garage in Module "B" of Lot 3 of Tract No. 66352-01, as shown and designated in the above-referenced Condominium Plan with the number/letter designation "S122", consisting of exclusive easements for use thereof appurtenant to Parcels 1 and 2 above, as defined and described in the Declaration, the Master Declaration and the Condominium Plan.

PARCEL 5: Nonexclusive easements for access, ingress, egress, use, enjoyment, drainage, encroachment, support, maintenance, repairs, and for other purposes, all as described in the Declaration and Master Declaration.

SUBJECT TO:

1. Current Taxes and Assessments.

2. The Master Declaration and Declaration, and any amendments thereto, and the covenants, conditions, restrictions, rights, easements, reservations, benefits and burdens therein contained, each and all of which are covenants running with the

SUBJECT TO:

1. Current Taxes and Assessments.

2. The Master Declaration and Declaration, and any amendments thereto, and the covenants, conditions, restrictions, rights, easements, reservations, benefits and burdens therein contained, each and all of which are covenants running with the land established in accordance with Section 1468 of the California Civil Code for the benefit of and binding upon the parties hereto and each successive owner of all or any portion of the land affected thereby and are hereby expressly incorporated herein by reference as though set out herein in full.

3. The "Notice of Procedures for Construction Claims Pursuant to California Civil Code Section 912(f)," recorded on August 30, 2016, as Instrument No. 2016-1033770, in the Office of the County Recorder of said County, and the restrictions, rights, benefits and burdens therein contained, each and all of which are covenants running with the land established in accordance with Section 1468 of the California Civil Code for the benefit of and binding upon the parties hereto and each successive owner of all or any portion of the land affected thereby and are hereby expressly incorporated herein by reference as though set out herein in full.

4. All other covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record as well as any of such matters that are apparent.

BY ACCEPTANCE AND RECORDATION OF THIS DEED, AND BY ITS EXECUTION OF THIS DEED, GRANTEE HEREBY (A) ACCEPTS AND APPROVES ALL OF THE FOREGOING IN THIS DEED, (B) GRANTS TO GRANTOR, METROPOLIS MASTER ASSOCIATION AND METROPOLIS I CONDOMINIUM OWNERS' ASSOCIATION SUCH POWERS AND RIGHTS AS ARE SET FORTH IN THE MASTER DECLARATION AND THE DECLARATION, AND (C) ACCEPTS, APPROVES, ADOPTS, RATIFIES AND AGREES TO BE BOUND BY, AND TO ASSUME PERFORMANCE OF, ALL OF THE APPLICABLE REQUIREMENTS, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS AND OTHER MATTERS SET FORTH IN THE MASTER DECLARATION AND THE DECLARATION, AND ALL AMENDMENTS THERETO, ALL OF WHICH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE THERETO WITH THE SAME FORCE AND EFFECT AS THOUGH FULLY SET FORTH HEREIN AT LENGTH, AND AGREES TO PAY PROMPTLY WHEN DUE, ANY AND ALL ASSESSMENTS AS REQUIRED UNDER SAID DECLARATION AND MASTER DECLARATION.

ACCEPTANCE OF GRANT DEED:

GRANTEES:

张小龙

XIAOLONG ZHANG

Date: 06/26, 2017

董青青

QINGQING DONG