

RECORDING REQUESTED BY

195

WHEN RECORDED MAIL TO



GREAT WESTERN SAVINGS AND LOAN ASSOCIATION 8484 Wilshire Blvd Beverly Hills, CA 90211

Attn: Major Loan Dept- 5th floor

73-135640

FILE/PAGE NO. BOOK 1973

RECORDED REQUEST OF TITLE INSURANCE & TRUST CO.

MAY 21 8:00 AM '73

OFFICIAL RECORDS SAN DIEGO COUNTY, CALIF. HARLEY F. BLOOM RECORDER

\$5.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust

LOAN No. 0-145298-8

THIS DEED OF TRUST, made this 30th day of March, 1973, between

EMILIO AZCARRAGA MILMO, a married man, herein called "Trustor",

whose address is 1760 Avenida del Mundo, Unit 908, Coronado, California 92118 (Number and Street) (City) (State) (Zip Code)

CALIFORNIA RECONVEYANCE COMPANY, a California corporation, herein called "Trustee", and Great Western Savings and Loan Association, a corporation, herein called "Beneficiary",

WITNESSETH: That Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that real property, property rights and interest in San Diego County, California, described as:

See attached legal description for Unit 908, with parking spaces U 8 and U 8T.

INCLUDING all buildings, structures, improvements, appliances, equipment and appurtenances now or hereafter constructed or placed thereon, including, but not limited to, all apparatus and equipment, whether affixed to the land or building thereon or not affixed thereto, whether single units or centrally controlled, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light and power, refrigeration, ventilation, laundry, clothes drying, dishwashing, garbage disposal or other services, waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor coverings, awnings, ranges and ovens, water heaters, attached cabinets, pumps, pipes, tanks, fire prevention, fire extinguishing and communications apparatus, elevators, escalators, and partitions, and all of the above items are declared to be and are deemed to be things affixed to and a part of the realty for the purposes of this Deed of Trust.

TOGETHER WITH all interest which Trustor now has or may hereafter acquire in or to said property and in and to:

- (a) All rents, issues, profits, royalties, tolls, earnings and incomes therefrom and installments of money payable pursuant to any agreement for sale of said property or any part thereof, subject however to the right, power and authority given to and conferred upon Beneficiary by Paragraph 15 of the provisions incorporated by reference, reserving to Trustor the right to collect when due and retain any of said sums prior to any event of default hereunder;
(b) All easements, rights of way and other appurtenances thereto;
(c) All shrubs, trees and plants;
(d) All adjacent lands included in enclosures or occupied by buildings located partly on the above described property;
(e) All crops growing or to be grown on said property;
(f) All water and water rights (whether or not appurtenant) and shares of stock pertaining to water or water rights, ownership of which affects said property;
(g) All claims, demands or causes of action of any kind, including proceeds of settlement of any such claim, demand or cause of action of any kind, which Trustor now has or may hereafter acquire, arising out of acquisition or ownership of the property, subject however to the right, power and authority given to and conferred upon Beneficiary by Paragraph 5 of the provisions incorporated herein by reference. Trustee shall have no duty to prosecute any such claim, demand or cause of action.

For the purposes of this instrument, including all provisions incorporated by reference herein, all of the foregoing described real property, property rights and interests shall be referred to as "the property".

THIS DEED OF TRUST IS FOR THE PURPOSE OF SECURING THE FOLLOWING:

- A. Payment of \$70,300.00 with interest thereon, according to the terms of a Promissory Note or Notes (herein sometimes referred to as "the note") of even date herewith, made by Trustor, payable to Beneficiary or order, and any and all modifications and extensions or renewals thereof;
B. Payment of such additional sums, with interest thereon, as may be hereafter borrowed from Beneficiary by the then record owner or owners of the property which are hereby secured and all extensions, modifications and renewals of such additional borrowings;
C. Payment, performance and discharge of every obligation, covenant and agreement of Trustor whether contained or incorporated by reference in this Deed of Trust, or contained in any instrument now or hereafter executed by Trustor in connection with the loan evidenced by the note, including but not limited to any assignment, construction loan agreement, pledge agreement, security agreement, supplemental agreement, assignment of Lessor's interest in leases, modification agreement or assumption agreement;
D. Payment of all sums of money with interest which may be paid out or advanced by, or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust;
E. At Beneficiary's option, payment with interest thereon of any other present or future indebtedness or obligation of Trustor (or of any successor in interest to Trustor to the property) to Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Deed of Trust or arising thereafter. Exercise of such option shall be evidenced by a notice in writing to Trustor or any successor in interest to Trustor.

OFFICIAL RECORDS SAN DIEGO COUNTY HARLEY F. BLOOM RECORDER

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (23), inclusive, of the fictitious deed of trust recorded on August 25, 1969, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

County	Book or Volume No.	Page No.	County	Book or Volume No.	Page No.	County	Book or Volume No.	Page No.	County	Book or Volume No.	Page No.
Alameda	*2465	**228	Lake	603	97	Sacramento	69-08-25	126	Siskiyou		580
Alpine	11	622	Lassen	230	418	San Benito	349	228	Solano		1580
Amador	186	526	Los Angeles	T6332	512	San Bernardino	7291	670	Sonoma		2415
Butte	1580	463	Madera	1041	188	San Francisco	B562	202	Stanislaus		2289
Calaveras	283	527	Marin	2321	496	San Joaquin	3330	123	Sutter		742
Contra Costa	5948	20	Mariposa	115	468	San Luis Obispo	1528	682	Tehama		533
Colusa	370	179	Mendocino	798	578	San Mateo	5680	730	Trinity		135
Del Norte	144	570	Merced	1806	49	Santa Barbara	2282	225	Tulare		2584
El Dorado	946	488	Modoc	207	752	Santa Clara	8649	138	Tuolumne		282
Fresno	5715	167	Mono	104	378	Santa Cruz	1971	262	Ventura		3538
Glenn	517	577	Monterey	*618	579	Shasta	1002	226	Yolo		919
Humboldt	1014	4	Napa	813	481	Sierra	49	218	Yuba		487
Imperial	1282	833	Nevada	484	342	Riverside	Account No. 86908-1969				
Inyo	187	968	Orange	9060	857	San Diego	Series 10 - Book 1969, Page 155720				
Kern	4318	458	Placer	1258	296						
Kings	942	98	Plumas	189	236						

* Reel --- ** Image

(which provisions, identical in all counties, are printed on Pages 3 and 4 hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinafter set forth.

Signature of Trustor

Emilio Azcarraga Milmo

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

} ss.

(INDIVIDUAL)

On this 7th day of May, 1973, before me, the undersigned, a Notary Public in and for said County, personally appeared Emilio Azcarraga Milmo

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and official seal.

Bette J. Heyden
Notary Public in and for said County and State



(This area for official notarial seal)

If executed by a Corporation or a Partnership the appropriate Form of Acknowledgment must be used.

ESROW OR LOAN NO.

TITLE ORDER NO.

Deed of Trust



DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: CALIFORNIA RECONVEYANCE COMPANY, Trustee, Dated.....

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

NAME.....
STREET.....
CITY.....PHONE.....

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance is made.

OFFICIAL RECORDS SAN DIEGO COUNTY PARCEL # 3-000-500-000-000

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A CONDOMINIUM ESTATE, in and to that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL I: A fee simple interest in that portion of Lot 5 of Coronado Shores, in the City of Coronado, County of San Diego, State of California, according to Map thereof No. 6641 recorded on May 1, 1970 in the Office of the County Recorder of said County, shown and defined as Unit 908 on that certain Condominium Plan recorded on March 20, 1972 as File/Page No. 65943 of Official Records of said County.

PARCEL II: An undivided 1.4/207 interest in Lot 5 of Coronado Shores, in the City of Coronado, County of San Diego, State of California, according to Map thereof No. 6641 recorded on May 1, 1970 in the Office of the County Recorder of said County, excepting therefrom the 150 Units as shown on the Condominium Plan recorded March 20, 1972 as File/Page No. 65943 of Official Records of said County.

PARCEL III: An exclusive appurtenant easement for residential use and purposes in and to the balcony directly adjacent to the above described unit which shall be deemed to be a part of the "Restricted Common Areas and Facilities," shown as B 908 on the Condominium Plan recorded on March 20, 1972 as File/Page No. 65943 of Official Records of said County.

PARCEL IV: The right to use and occupy, at all times, the automobile parking space located within the building in which the above described unit is located, described and designated on the Condominium Plan as parking space No. UR & UR1, which shall be deemed to be a part of the "Restricted Common Areas and Facilities."

EXCEPTING AND RESERVING ALL GAS, OIL AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS IN AND FROM SAID PROPERTY, PROVIDED, HOWEVER, NO RIGHT IS RESERVED TO THE GRANTOR, THEIR SUCCESSORS AND ASSIGNS TO ENTER ON OR FROM THE SURFACE OF SAID PROPERTY; THE RIGHT TO ENTER THE SUBSURFACE OF SAID PROPERTY, WHICH IS ALSO RESERVED, SHALL BE AT ANY POINT BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF (MEASURED VERTICALLY FROM THE SURFACE THEREOF) IN ORDER TO TAKE FROM SAID PROPERTY AND REDUCE TO THEIR POSSESSION ANY OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS BY INSTRUMENT RECORDING CONCURRENTLY HEREWITH.

OFFICIAL RECORDS SAN DIEGO COUNTY HARLE 5 3-00V 3-000000000