Title documents

This page is part of your document - DO NOT DISCARD

20250188776

Pages: 0015

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

03/25/25 AT 08:00AM

FEES:	90.00
TAXES:	0.00
OTHER:	0.00
SB2:	150.00
PAID:	240.00

LEADSHEET

202503250250023

00025336752

015208096

SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

E683454

112502807

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY

Recording Requested By:
FundLoans Capital, a Corporation

After Recording Return To:
FundLoans Capital
12481 High Bluff Drive
Suite 150
San Diego, CA 92130

Prepared By:
Joe Wright
Joe Wright
12481 High Bluff Drive, Suite 150
San Diego, CA 92130
989-528-1353

Title Order No.: 112502807-JT
Escrow No.: 25-5410
LOAN #: 250200288

APN# 2543-021-016

DEED OF TRUST

MIN 1013210-0000010922-1
MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made this **20th** day of **March, 2025,** among the Trustor,
MY HILLTOP LLC, A DELAWARE LIMITED LIABILITY COMPANY

whose address is
10050 Wornom Avenue, Los Angeles (Sunland Area), CA 91040

(herein "Borrower") and
Chicago Title Company

(herein "Trustee").
The Beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
FundLoans Capital, a Corporation

organized and existing under the laws of **California** whose address is
12481 High Bluff Drive, Suite 150, San Diego, CA 92130

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, 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
APN #: 2543-021-016

EXHIBIT "A"

which has the address of **10056 Wornom Ave, Los Angeles (Sunland Area),**
[Street] [City]
California **91040** (herein "Property Address");
[ZIP Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to 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 or canceling this Security Instrument.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated **March 20, 2025,** and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. **$575,000.00** with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **April 1, 2055,** the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the

Property. If this Deed of Trust 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. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has a priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's 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 where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. The procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

23. Statement of Obligation. Lender may collect a fee not to exceed $50.00 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

24. Riders. All Riders to this document are executed by Borrower. The following Riders are to be executed by the Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

The holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust is requested to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

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.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

MY HILLTOP LLC, A DELAWARE LIMITED LIABILITY COMPANY

______________________________ 03/20/2025 (Seal)
BY ANDREW NOWACZEK, TITLE: SOLE MEMBER AND MANAGER DATE

Andrew

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 ______________________ }
County of ______________________ }

On ______________________ (date) before me ______________________,
______________________, personally appeared ANDREW NOWACZEK OF MY HILLTOP LLC, A DELAWARE LIMITED LIABILITY COMPANY, A DELAWARE LIMITED LIABILITY COMPANY, 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 ______________________ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____
Notary Public Signature

Notary Public Seal

Lender: FundLoans Capital
NMLS ID: 1202262
Broker: Forbix Capital Corp
NMLS ID: 840335
Loan Originator: David Daykhovsky
NMLS ID: 1081030

Please see attached
California-compliant
notarial certificate

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 March 20, 2025 before me, Theresa M. Kelly, Notary Public
(insert name and title of the officer)

personally appeared Andrew Nowaczek,
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.

THERESA M. KELLY
Notary Public - California
Los Angeles County
Commission # 2353672
My Comm. Expires Apr 30, 2025

Signature ____________ (Seal)

EXHIBIT A

For APN/Parcel ID(s): 2543-021-016

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT 59 OF HANSEN HEIGHTS IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 13, PAGES 142 AND 143 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 59; THENCE ALONG THE WESTERLY LINE OF SAID LOT 59, ON A NEW BASIS OF BEARINGS, NORTH 00° 25' 38" EAST 663.61 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN DEED TO CURTIS M. WINDERS, ET UX, RECORDED DECEMBER 16, 1954 AS INSTRUMENT NO. 96 IN BOOK 46394, PAGE 19 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER ("WINDERS"); THENCE ALONG THE NORTHERLY LINE OF SAID LAND OF WINDERS AND PARALLEL WITH THAT PORTION OF THE SOUTHERLY LINE OF SAID LOT 59 SHOWN ON THE MAP OF SAID HANSEN HEIGHTS AS "SOUTH 89° 56' EAST 1189.44" AND FOR THE PURPOSE OF THIS DESCRIPTION SHALL HAVE A BEARING OF NORTH 89° 55' 07" EAST, 112.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE

1. ALONG SAID NORTHERLY LINE OF WINDERS NORTH 89° 55' 07" EAST 1049.30 FEET; THENCE
2. PARALLEL WITH SAID WESTERLY LINE OF LOT 59 SOUTH 00° 25' 38" WEST 175.00 FEET; THENCE
3. PARALLEL WITH SAID PORTION OF THE SOUTHERLY LINE OF LOT 59 SOUTH 89° 55' 07" WEST 500.00 FEET; THENCE
4. PARALLEL WITH SAID WESTERLY LINE OF LOT 59 SOUTH 00° 25' 38" WEST 488.19 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 59; THENCE
5. ALONG SAID SOUTHERLY LINE SOUTH 89° 55' 07" WEST 667.82 FEET TO A POINT DISTANT THEREON NORTH 89° 55' 07" EAST 31.08 FEET FROM THE WESTERLY TERMINUS OF SAID SOUTHERLY LINE; THENCE
6. LEAVING SAID SOUTHERLY LINE NORTH 4° 58' 18" WEST 665.59 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LAND WINDERS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND OF WINDERS AND PARALLEL WITH SAID SOUTHERLY LINE OF SAID LOT 59 NORTH 89° 55' 07" EAST 560.00 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE OF LOT 59 SOUTH 00° 25' 38" WEST 108.73 FEET; THENCE SOUTH 74° 04' 59" WEST 105.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE

1. CONTINUING SOUTH 74° 04' 59" WEST 185.00 FEET; THENCE
2. SOUTH 15° 5' 01" EAST 120.00 FEET; THENCE
3. NORTH 74° 04' 59" EAST 185.00 FEET; THENCE
4. NORTH 15° 55' 01" WEST 120.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A
(continued)

PARCEL 2:

THAT PORTION OF LOT 59 OF HANSEN HEIGHTS IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 13, PAGES 142 AND 143 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 59; THENCE ALONG THE WESTERLY LINE OF SAID LOT 59, ON A NEW BASIS OF BEARINGS, NORTH 00° 25' 38" EAST 663.61 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN DEED TO CURTIS M. WINDERS, ET UX, RECORDED DECEMBER 16, 1954 AS INSTRUMENT NO. 96 IN BOOK 46394 PAGE 19 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER ("WINDERS"), SAID CORNER BEING THE TRUE POINT OF BEGINNING; THENCE

1. IN A DIRECT LINE SOUTH 11° 48' 29" EAST 677.30 FEET TO THE WESTERLY TERMINUS OF THAT PORTION OF THE SOUTHERLY LINE OF SAID LOT 59 SHOWN ON THE MAP OF SAID HANSEN HEIGHTS AS "SOUTH 89° 56' EAST 1189.44" AND FOR THE PURPOSE OF THIS DESCRIPTION SHALL HAVE A BEARING OF NORTH 89° 55' 07" EAST; THENCE
2. ALONG SAID SOUTHERLY LINE NORTH 89° 55' 07" EAST 31.08 FEET; THENCE
3. LEAVING SAID SOUTHERLY LINE NORTH 4° 58' 18" WEST 665.59 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LAND OF WINDERS, DISTANT THEREON NORTH 89° 55' 07" EAST 112.00 FEET FROM SAID NORTHWEST CORNER OF WINDERS; THENCE
4. ALONG LAST SAID NORTHERLY LINE SOUTH 89° 55' 07" WEST 112.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT 59 OF HANSEN HEIGHTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 142 AND 143 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THENCE ALONG THE WEST OF SAID LOT, NORTH 0° 30' 00" EAST 661.82 FEET; THENCE EASTERLY 1161.30 FEET PARALLEL WITH THAT CERTAIN COURSE IN THE SOUTH LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF SOUTH 89° 56' EAST AND A LENGTH OF 1189.44 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE, 175.00 FEET, THENCE WESTERLY PARALLEL WITH SOUTH LINE OF SAID LOT, 500.00 FEET THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE OF SAID LOT 486.82 FEET TO SAID SOUTH LINE OF SAID LOT; THENCE ALONG SAID SOUTH LINE, NORTH 89° 56' WEST 474.93 FEET TO A ANGLE POINT IN SAID SOUTH LINE OF SAID LOT; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89° 54' WEST 186.37 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND, LYING WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 89° 55' 07" EAST, ALONG THE NORTHERLY LINE OF SAID LOT, 51.08 FEET; THENCE SOUTH 11° 54' 43" EAST, 675.74 FEET, TO A POINT IN SAID SOUTHERLY LINE OF LOT 59, DISTANT NORTH 89° 55' 07" EAST, THEREON, 51.08 FEET, FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE, HEREINBEFORE DESCRIBED AS "SOUTH 89° 55' 07" WEST 517.75 FEET", THENCE SOUTH 89° 55' 07" WEST, ALONG SAID SOUTHERLY LINE, 51.08 FEET, TO SAID WESTERLY

EXHIBIT A
(continued)

TERMINUS; THENCE NORTH 11° 54' 43" WEST 675.74 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PARCEL 120X185 FEET IN SIZE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 59; THENCE NORTH 0° 21' 07" EAST, ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 661.82 FEET; THENCE NORTH 89° 55' 07" EAST, PARALLEL WITH THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS "SOUTH 89° 56' 00" EAST, 1189.44 FEET", A DISTANCE OF 560.00 FEET; THENCE SOUTH 0° 21' 07" WEST PARALLEL WITH THE WESTERLY LINE OF SAID LOT 59, A DISTANCE OF 108.73 FEET; THENCE SOUTH 74° 00' 28" WEST, 105.07 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 74° 00' 28" WEST, 185.00 FEET; THENCE SOUTH 15° 59' 32" EAST, 120.00 FEET; THENCE NORTH 74° 00' 28" EAST 185.00 FEET; THENCE NORTH 15° 59' 32" WEST, 120.00 FEET, TO THE TRUE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND SHOWN AS ADJUSTED LOT 1 AND ADJUSTED LOT 2 IN CERTIFICATE OF COMPLIANCE FOR A LOT-LINE ADJUSTMENT RECORDED OCTOBER 25, 2017 AS INSTRUMENT NO. 2017-1222003 OFFICIAL RECORDS.

LOAN #: 250200288
MIN: 1013210-0000010922-1

1-4 FAMILY RIDER
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **20th** day of **March, 2025,** 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 **FundLoans Capital, a Corporation**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
10056 Wornom Ave Los Angeles
(Sunland Area), CA 91040.

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 the Security Instrument, the following items 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, panelling and attached floor coverings now or hereafter attached to the Property, 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.

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

E. **"BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant **18** is deleted.

F. **INTENTIONALLY OMITTED.**

G. **ASSIGNMENT OF LEASES.** Upon Lender's request, 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 paragraph **17** 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 breach 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, attorneys' 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 Uniform Covenant **7.**

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

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.

MY HILLTOP LLC, A DELAWARE LIMITED LIABILITY COMPANY

03/20/2025 (Seal)

BY ANDREW NOWACZEK, TITLE: SOLE MEMBER AND MANAGER DATE