

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Old Republic - Trustee Services Division
1000 Burnett Avenue, Suite 400
Concord, California 94520



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2010-0255479-00

Acct 11-Old Republic Title
Monday, NOV 15, 2010 08:00:00
MOD \$2.00:REC \$12.00:FTC \$1.00
DAF \$2.70:REF \$0.30:RED \$1.00
ERO \$1.00:

Ttl Pd \$20.00

Nbr-0000658221

ka + CRZ L.A. 2

TS No.: 0125000596

Loan No.: 3187580

APN: 197-050-029

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$97,437.75** as of **November 10, 2010**, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Fremont Bank
C/O Old Republic - Trustee Services Division
1000 Burnett Avenue, Suite 400
Concord, California 94520

Phone: (866) 248-9598

TS No.: 0125000596
Loan No.: 3187580

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **Old Republic Title Company, a California corporation** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **5/6/2009**, executed by **Sidney Corrie, Jr., a married man, as his sole and separate property**, as Trustor, to secure certain obligations in favor of **Fremont Bank**, as beneficiary, recorded **5/15/2009**, as Instrument No. **2009-0110576-00**, of Official Records in the Office of the Recorder of **Contra Costa County, California** describing land therein as: As more fully described on said Deed of Trust.

including **ONE (1) NOTE(S) FOR THE ORIGINAL** sum of **\$2,100,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

THE INSTALLMENT OF INTEREST WHICH BECAME DUE ON 7/3/2010 AND ALL SUBSEQUENT INSTALLMENTS OF INTEREST. ALL LATE CHARGES. ALL FORECLOSURE FEES AND COSTS. PROVIDE PROOF THAT ALL DELINQUENT REAL ESTATE TAXES ARE PAID CURRENT.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: November 10, 2010

Old Republic Title Company, as Agent for the Beneficiary

BY:



Debbie Jackson, Assistant Vice President

This loan which is subject of this notice is not subject to the provisions of California Civil Code 2923.5

END OF DOCUMENT

RECORDING REQUESTED BY
Old Republic - Trustee Services Division

AND WHEN RECORDED MAIL TO:
Old Republic - Trustee Services Division
1000 Burnett Avenue, Suite 400
Concord, California 94520



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0037917-00

Acct 11-Old Republic Title
Friday, FEB 18, 2011 08:00:00
MOD \$2.00:REC \$12.00:FTC \$1.00
DAF \$2.70:REF \$0.30:RED \$1.00
ERD \$1.00:
Ttl Pd \$20.00 Nbr-0000844377
kat/R2/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No. 0125000596
Loan No. 3187580
APN: 197-050-029

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 5/6/2009. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 3/18/2011 at 1:30 PM AT THE COURT STREET ENTRANCE TO THE COUNTY COURTHOUSE, 725 COURT ST.,(CORNER OF MAIN AND COURT ST.), MARTINEZ, CALIFORNIA, Old Republic Title Company, a California corporation, as the duly appointed Trustee under Deed of Trust recorded on 5/15/2009, as Instrument No. 2009-0110576-00, of Official Records in the office of the Recorder of Contra Costa County, California, executed by: **Sidney Corrie, Jr., a married man, as his sole and separate property**, as Trustor, **Fremont Bank**, as Lender/Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR (payable at time of sale in lawful money of the United States by cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in the state) all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California, describing the land therein: **As more fully described on said Deed of Trust.**

The street address or other common designation, if any, of the real property described above is purported to be:

**333 Corrie Place
Alamo, CA 94507**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made is an "AS IS" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principle sum of the note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of trust, to wit: **\$2,309,748.29** (Estimated). Accrued interest and additional advances, if any, will increase this figure prior to sale. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

T.S. No. 0125000596
Loan No. 3187580


NOTICE OF TRUSTEE'S SALE

This property which is subject to this Notice of Sale does not fall within the purview of California Civil Code Section 2923.5.

SALE INFORMATION CAN BE OBTAINED ON LINE AT www.priorityposting.com or by calling the automated sales information line at 714-573-1965.

Date: February 17, 2011

Old Republic Title Company, as Trustee
1000 Burnett Avenue, Suite 400
Concord, California 94520
(866) 248-9598


by: Melinda Theilen, Assistant Vice President

END OF DOCUMENT

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RECORDING REQUESTED BY
T.D. SERVICE COMPANY

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0056982-00

and when recorded mail to
T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

Check Number
Thursday, MAR 17, 2011 12:10:00
MOD \$2.00:REC \$12.00:FTC \$1.00
DAF \$2.70:REF \$0.30:RED \$1.00
ERD \$1.00:
Ttl Pd \$20.00 Nbr-0000867699
REC/R.1/1-2

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

"IMPORTANT NOTICE"



T.S. No: L525181 CA Unit Code: L Loan No: 3113024/CORRIE
AP #1: 197-050-029
Property Address: 333 CORRIE PLACE, ALAMO, CA 94507

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until 5 days prior to three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$31,688.88, As of March 24, 2011

and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than prior to the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Page 2

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

T.S. No: L525181 CA Unit Code: L Loan No: 3113024/CORRIE
AP #1: 197-050-029

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Brian Turner
Fremont Bank
25151 Clawiter Rd.
Hayward, CA 94545
(510) 792-2300

If you have any questions, you should contact a lawyer or the government agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION**

NOTICE IS HEREBY GIVEN THAT T.D. SERVICE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under the following described Deed of Trust:

Trustor: SIDNEY CORRIE JR

Recorded April 20, 2005 as Instr. No. 2005-0137998-00 in Book --- Page --- of Official Records in the office of the Recorder of CONTRA COSTA County, CALIFORNIA


Said Deed of Trust secures certain obligations including one Note for the sum of **\$1,600,000.00**

That the Beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:
THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE JANUARY 1, 2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST. PLUS LATE CHARGE(S).

That by reason thereof, the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby. The undersigned mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.5(b) declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower as required by California Civil code 2923.5.

DATED 03/17/11

T.D. SERVICE COMPANY AS AUTHORIZED AGENT FOR THE BENEFICIARY BY
Servicelink as Agent for T.D. Service Company

BY _____ BY  Artstio Singson

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

END OF DOCUMENT

RECORDING REQUESTED BY:
Old Republic - Trustee Services Division

AND WHEN RECORDED MAIL TO:
Old Republic - Trustee Services Division
1000 Burnett Avenue, Suite 400
Concord, California 94520

2



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2011-0058205-00

| | |
|----------------------|-------------------------------|
| Acct | 11-Old Republic Title |
| Monday, MAR 21, 2011 | 08:00:00 |
| MOD | \$2.00:REC \$12.00:FTC \$1.00 |
| DAF | \$2.70:REF \$0.30:RED \$1.00 |
| ERD | \$1.00: |
| Ttl Pd | \$20.00 |
| | Nbr-0000869318 |
| | ENG/R2/1-2 |

T.S. No. 0125000596
Loan No. 3187580
APN: 197-050-029

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 5/6/2009. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 4/18/2011 at 1:30 PM AT THE COURT STREET ENTRANCE TO THE COUNTY COURTHOUSE, 725 COURT ST.,(CORNER OF MAIN AND COURT ST.), MARTINEZ, CALIFORNIA, Old Republic Title Company, a California corporation, as the duly appointed Trustee under Deed of Trust recorded on 5/15/2009, as Instrument No. 2009-0110576-00, of Official Records in the office of the Recorder of Contra Costa County, California, executed by: Sidney Corrie, Jr., a married man, as his sole and separate property, as Trustor, Fremont Bank, as Lender/Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR (payable at time of sale in lawful money of the United States by cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in the state) all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California, describing the land therein: **As more fully described on said Deed of Trust.**

The street address or other common designation, if any, of the real property described above is purported to be:

**333 Corrie Place
Alamo, CA 94507**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made in an "AS IS" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principle sum of the note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of trust, to wit: **\$2,321,202.13** (Estimated). Accrued interest and additional advances, if any, will increase this figure prior to sale. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

T.S. No. 0125000596
Loan No. 3187580

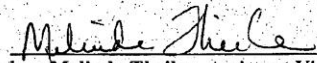
NOTICE OF TRUSTEE'S SALE

This property which is subject to this Notice of Sale does not fall within the purview of California Civil Code Section 2923.5.

SALE INFORMATION CAN BE OBTAINED ON LINE AT www.priorityposting.com or by calling the automated sales information line at 714-573-1965.

Date: March 18, 2011

Old Republic Title Company, as Trustee
1000 Burnett Avenue, Suite 400
Concord, California 94520
(866) 248-9598.


by: Melinda Theilen, Assistant Vice President

END OF DOCUMENT

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RECORDING REQUESTED BY
Old Republic Title Company

AND WHEN RECORDED MAIL TO:
Old Republic Title Company
1000 Burnett Avenue, Suite #400
Concord, California 94520



2
CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2012-0097062-00

Acct 11-Old Republic Title
Friday, APR 27, 2012 08:00:00
MOD \$2.00:REC \$12.00:FTC \$1.00
DAF \$2.70:REF \$0.30:RED \$1.00
ERD \$1.00:
Ttl Pd \$20.00 Rcpt # 0001251223

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No. 0125000596
Loan No. 3187580
APN: 197-050-029

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 5/6/2009. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 5/23/2012 at 1:30 PM At the Court St. entrance to the County Courthouse, 725 Court St., (corner of Main and Court St.), Martinez, CA, Old Republic Title Company, a California corporation, as the duly appointed Trustee under Deed of Trust recorded on 5/15/2009, as Instrument No. 2009-0110576-00, of Official Records in the office of the Recorder of Contra Costa County, California, executed by: Sidney Corrie, Jr., a married man, as his sole and separate property, as Trustor, Fremont Bank, as Lender/Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR (payable at time of sale in lawful money of the United States by cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in the state) all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California, describing the land therein: **As more fully described on said Deed of Trust.**

The street address or other common designation, if any, of the real property described above is purported to be:

**333 Corrie Place
Alamo, CA 94507**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made is an "AS IS" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principle sum of the note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of trust, to wit: **\$2,492,837.51** (Estimated). Accrued interest and additional advances, if any, will increase this figure prior to sale. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

T.S. No. 0125000596
Loan No. 3187580

NOTICE OF TRUSTEE'S SALE

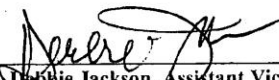
NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (714) 573-1965 or visit this Internet Web site www.priorityposting.com, using the file number assigned to this case 0125000596. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

This property which is subject to this Notice of Sale does not fall within the purview of California Civil Code Section 2923.5.

Date: 4/26/2012

Old Republic Title Company, as Trustee
1000 Burnett Avenue, Suite #400
Concord, California 94520
(866)248-9598


by: Debbie Jackson, Assistant Vice President

END OF DOCUMENT

RECORDING REQUESTED BY:
Old Republic Title Company

AND WHEN RECORDED MAIL TO
Old Republic Title Company
1000 Burnett Avenue, Suite #400
Concord, California 94520

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2012-0275874-00
Acct 11-Old Republic Title
Wednesday, OCT 31, 2012 08:00:00
MOD \$1.00:REC \$11.00:FTC \$0.00
DAF \$2.70:REF \$0.30:RED \$1.00
ERD \$1.00:
Ttl Pd \$17.00 Rcpt # 0001456988

T.S. No.: 0125000596

Loan No.: 3187580

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF RESCISSION OF NOTICE OF DEFAULT

NOTICE IS HEREBY GIVEN: That **Old Republic Title Company**, a California corporation is duly appointed Trustee under a Deed of Trust dated **5/6/2009**, executed by **Sidney Corrie, Jr., a married man, as his sole and separate property**, as Trustor, to secure certain obligations in favor of **Fremont Bank**, as Beneficiary, recorded **5/15/2009**, as Instrument No. **2009-0110576-00**, of Official Records in the Office of the Recorder of **Contra Costa** County, California describing land therein as more fully described on the above referenced deed of trust.

Whereas; the present beneficiary under that certain Deed of Trust herein above described, heretofore delivered to the Trustee thereunder written Declaration of Default and Demand for Sale; and Whereas, Notice was heretofore given of breach of obligations for which said Deed of Trust is security and of election to cause to be sold the property therein described; and Whereas, a Notice of Default was recorded on the day and in the book and page set forth below:

Notice was recorded on **11/15/2010** in the office of the Recorder of **Contra Costa** County, California, Instrument No. **2010-255479**, of Official Records.

NOW; THEREFORE, NOTICE IS HEREBY GIVEN that the present Beneficiary and/or the Trustee, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given.

Dated: 10/30/2012

Old Republic Title Company, as Trustee

By:


Debbie Jackson, Assistant Vice President

Recording Requested By
ServiceLink

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

And when recorded mail to
FREMONT BANK
25151 CLAWITER RD.
HAYWARD, CA 94545

AB

| | | | |
|---------------------------------|------------|-------------|------------|
| CONTRA COSTA Co Recorder Office | | | |
| STEPHEN L. WEIR, Clerk-Recorder | | | |
| DOC- 2012-0279131-00 | | | |
| Check Number | | | |
| Friday, NOV 02, 2012 11:16:00 | | | |
| MOD | \$1.00:REC | \$11.00:FTC | \$0.00 |
| DAF | \$2.70:REF | \$0.30:RED | \$1.00 |
| ERD | \$1.00: | | |
| Ttl Pd | \$17.00 | Rept # | 0001460327 |

774504

Space above this line for recorder's use

NOTICE OF RESCISSION
of Declaration of Default and Demand for Sale
and Notice of Default and Election to Sell



T.S. No: L525181 CA Unit Code: L Loan No: 3113024/CORRIE
AP #: 197-050-029
Property Address: 333 CORRIE PLACE, ALAMO, CA 94507

NOTICE IS HEREBY GIVEN: That T.D. SERVICE COMPANY is duly appointed Trustee under the following described Deed of Trust:

Trustor: SIDNEY CORRIE JR

Recorded April 20, 2005 as Instr. No. 2005-0137998-00 in Book --- Page --- of Official Records in the office of the Recorder of CONTRA COSTA County; CALIFORNIA .

Notice is hereby given by this document that the Beneficiary and/or Trustee does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Default and Election to Sell. It is the intention of the Beneficiary that the above described Deed of Trust and all obligations secured thereby shall remain in full force and effect and maintain its rightful priority as if said Declaration and Notice had not been made and given.

Said Notice was Recorded March 17, 2011 as Instr. No. 2011-056982 in Book --- Page --- of Official Records in the office of the Recorder of CONTRA COSTA County;

Dated October 31, 2012

T.D. SERVICE COMPANY, AS TRUSTEE

BY *Crystal Espinoza* BY _____
CRYSTAL ESPINOZA
ASSISTANT SECRETARY

RECORDING REQUESTED BY

Gregory L McCoy

AND WHEN RECORDED MAIL TO

Name Gregory L McCoy
Street Gagen McCoy
Address 279 Front Street
City & State Danville, CA 94526
Zip



CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk - Recorder
DOC - 2014 - 0112265 - 00
Check Number
Wednesday, JUL 09, 2014 10 47 35
MOD \$6 00 REC \$26 00 FTC \$4 00
DAF \$6 40 REF \$0 60 RED \$2 00
ERD \$2 00
Tit Pd \$46.00 Nbr - 0002012634



Title Order No Escrow No

Assessors Parcel Number APN107-050-029

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made February 19, 2014

Sidney Corne, Jr., a married man as his sole and separate property

whose address is 333 Corne Place, Alamo, California 94507

CHICAGO TITLE COMPANY, a California Corporation, herein called TRUSTEE, and

Gagen, McCoy, McMahon, Koss, Markowitz & Raines

between

herein called TRUSTOR,

, herein called BENEFICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in unincorporated area County of Contra Costa State of California, described as

See Exhibit A

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits legal representation agreement dated 2/2/10
For the Purpose of Securing (1) payment of the sum of \$ 600,000.00 with interest thereon according to the terms hereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured, (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust

A To protect the security of this Deed of Trust, and with respect to the property above described, Trustor agrees

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

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice

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

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded

B. It is mutually agreed

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto"

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto

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

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural

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

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him or her at his or her address hereinbefore set forth

Dated 2-19-14

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On February 19, 2014 before me,

Suzanne Oertel Farlin, Notary Public
(here insert name and title of the officer)

, personally appeared Sidney Corrie, Jr

Signature of Trustor

Sidney Corrie, Jr.

Sidney Corrie, Jr.

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 (s)he/they executed the same in (s)her/their authorized capacity(ies), and that by (s)he/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 Suzanne Oertel Farlin



LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOT 38, AS SHOWN ON THE MAP OF SUBDIVISION 7452, FILED December 30, 1997 IN BOOK 397 OF MAPS AT PAGE 31, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS, DESCRIBED IN THE GRANT DEED RECORDED September 9, 1999, SERIES NO. 1999-0240662-00, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 40, AS SHOWN ON THE MAP OF SAID SUBDIVISION 7452 (397 M 31); THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID LOT 40 SOUTH 59° 34' 37" WEST 87.64 FEET TO THE NORTH LINE OF LOT 39, AS SAID LOT 39 IS SHOWN ON SAID SUBDIVISION 7452 (397 M 31); THENCE ALONG THE NORTHERLY LINE OF SAID LOT 39 NORTH 72° 38' 18" WEST 38.26 FEET; THENCE NORTH 90° 00' 00" WEST 30.00 FEET; THENCE LEAVING THE NORTHERLY LINE OF SAID LOT 39 NORTH 70° 00' 00" EAST 44.86 FEET; THENCE NORTH 80° 00' 00" EAST 101.47 FEET TO THE POINT OF BEGINNING.

RESERVING THEREFROM ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET THEREOF.

EXCEPTING THEREFROM:

RIGHTS RESERVED IN THE DEED FROM HARRY H. MAGEE, JR., ET AL, RECORDED September 23, 1965, BOOK 4958, OFFICIAL RECORDS, PAGE 669, AS FOLLOWS:

"SAVING AND EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED REAL PROPERTY UNTO SAID GRANTORS, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AS TO EACH A ONE-HALF INTEREST IN AND TO 60% OF ALL MINERALS, OIL, GASOLINE AND OTHER HYDROCARBON SUBSTANCES, NOW OR AT ANY TIME HEREAFTER UNDERLYING THE SURFACE OF SAID DESCRIBED PREMISES AND LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF THE GROUND, TOGETHER WITH THE RIGHT TO EXPLORE FOR, PRODUCE, EXTRACT AND TAKE SAID MINERALS AND HYDROCARBON SUBSTANCES FOR ALL STRATA LYING BELOW 500 FEET."

"NOTHING HEREINABOVE CONTAINED SHALL BE CONSTRUED TO MEAN THAT GRANTORS RESERVE HEREBY ANY SURFACE RIGHTS OR ANY RIGHTS TO STRATA LYING BETWEEN THE SURFACE OF THE GROUND AND 500 FEET."

PARCEL TWO:

A PORTION OF LOT 32, AS SHOWN ON THE MAP OF SUBDIVISION 7452, FILED December 30, 1997 IN BOOK 397 OF MAPS AT PAGE 31, CONTRA COSTA COUNTY RECORDS AND AS DESCRIBED IN THE DEED RECORDED ON September 9, 1999, SERIES NO. 1999-0240660-00, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 32; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE WEST LINE OF SAID LOT 32 SOUTH 28° 22' 00" EAST 115.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, LEAVING SAID WEST LINE SOUTH 44° 04' 04" EAST 22.88 FEET; THENCE SOUTH 59° 33' 27" EAST 14.00 FEET; THENCE SOUTH 67°

EXHIBIT "A" (continued)

00' 00" EAST 142.40 FEET TO SAID WEST LINE OF LOT 32; THENCE ALONG SAID WEST LINE SOUTH 84° 00' 00" WEST 2.06 FEET; THENCE NORTH 67° 00' 00" WEST 160.87 FEET; THENCE NORTH 28° 22' 00" WEST 18.78 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING THEREFROM ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET THEREOF.

EXCEPTING THEREFROM:

RIGHTS RESERVED IN THE DEED FROM HARRY H. MAGEE, JR., ET AL, RECORDED September 23, 1965, BOOK 4958, OFFICIAL RECORDS, PAGE 669, AS FOLLOWS:

"SAVING AND EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED REAL PROPERTY UNTO SAID GRANTORS, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AS TO EACH A ONE-HALF INTEREST IN AND TO 60% OF ALL MINERALS, OIL, GASOLINE AND OTHER HYDROCARBON SUBSTANCES, NOW OR AT ANY TIME HEREAFTER UNDERLYING THE SURFACE OF SAID DESCRIBED PREMISES AND LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF THE GROUND, TOGETHER WITH THE RIGHT TO EXPLORE FOR, PRODUCE, EXTRACT AND TAKE SAID MINERALS AND HYDROCARBON SUBSTANCES FOR ALL STRATA LYING BELOW 500 FEET."

"NOTHING HEREINABOVE CONTAINED SHALL BE CONSTRUED TO MEAN THAT GRANTORS RESERVE HEREBY ANY SURFACE RIGHTS OR ANY RIGHTS TO STRATA LYING BETWEEN THE SURFACE OF THE GROUND AND 500 FEET."

PARCEL THREE:

A PORTION OF LOT 37, AS SHOWN ON THE MAP OF SUBDIVISION 7452, FILED December 30, 1997 IN BOOK 397 OF MAPS AT PAGE 31, CONTRA COSTA COUNTY RECORDS AND ALSO DESCRIBED IN THE DEED RECORDED ON September 9, 1999, SERIES NO. 1999-0240661-00, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 37; THENCE FROM SAID POINT OF BEGINNING ALONG THE WEST LINE OF SAID LOT 37 NORTH 53° 30' 00" WEST 79.30 FEET; THENCE NORTH 11° 35' 00" WEST 78.54 FEET; THENCE NORTH 17° 44' 32" EAST 147.66 FEET TO THE NORTH LINE OF SAID LOT 37; THENCE ALONG SAID NORTH LINE SOUTH 72° 15' 28" EAST 29.11 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 17° 44' 32" WEST 32.17 FEET; THENCE SOUTH 07° 25' 09" WEST 31.00 FEET; THENCE SOUTH 13° 40' 47" EAST 45.00 FEET; THENCE SOUTH 22° 07' 06" EAST 33.00 FEET; THENCE SOUTH 40° 36' 53" EAST 40.00 FEET; THENCE SOUTH 17° 36' 27" WEST 94.25 FEET TO THE POINT OF BEGINNING.

RESERVING THEREFROM ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET THEREOF.

EXCEPTING THEREFROM:

RIGHTS RESERVED IN THE DEED FROM HARRY H. MAGEE, JR., ET AL, RECORDED September 23, 1965, BOOK 4958, OFFICIAL RECORDS, PAGE 669, AS FOLLOWS:

"SAVING AND EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED REAL PROPERTY UNTO SAID GRANTORS, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AS TO EACH A ONE-HALF INTEREST IN AND TO 60% OF ALL MINERALS, OIL, GASOLINE AND OTHER HYDROCARBON SUBSTANCES, NOW OR AT ANY TIME HEREAFTER UNDERLYING THE SURFACE OF SAID DESCRIBED PREMISES AND LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF THE GROUND, TOGETHER WITH THE RIGHT TO EXPLORE FOR, PRODUCE, EXTRACT AND TAKE SAID MINERALS AND HYDROCARBON

EXHIBIT "A" (continued)

SUBSTANCES FOR ALL STRATA LYING BELOW 500 FEET."

"NOTHING HEREINABOVE CONTAINED SHALL BE CONSTRUED TO MEAN THAT GRANTORS RESERVE HEREBY ANY SURFACE RIGHTS OR ANY RIGHTS TO STRATA LYING BETWEEN THE SURFACE OF THE GROUND AND 500 FEET."

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR WATER TRANSMISSION PIPE LINES, WITH INCIDENTS THERETO, APPURTENANT TO LOT 38, SUBDIVISION 7452, FILED December 30, 1997, BOOK 397 OF MAPS, PAGE 31, CONTRA COSTA COUNTY RECORDS, OVER THAT PORTION OF LOT 32 OF SUBDIVISION 7452 DESIGNATED AS "WELL EASEMENT" ON SAID MAP.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL ONE, HEREINABOVE DESCRIBED, OVER ALL OF PARCEL D, SUBDIVISION 7452, FILED December 30, 1997, BOOK 397 OF MAPS, PAGE 31, CONTRA COSTA COUNTY RECORDS.

APN: 197-050-029

"END OF DOC"