

RECORDING REQUESTED BY:

City of Riverside

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

JUN 17 1997

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$

REGULATORY AGREEMENT
(Deferred Loan Payment)

HOME Investment Funds Program

THIS REGULATORY AGREEMENT ("AGREEMENT") is entered into this 23rd day of April, 1997, by and between the CITY OF RIVERSIDE, a municipal corporation, hereinafter known as "City," and ABEL A. TORRES and HERLINDA TORRES, husband and wife, hereinafter designated as the "Borrower".

RECITALS

WHEREAS, Borrower is the owner and occupant of single-family residential property located in the City of Riverside, and desires to obtain a loan of HOME Program funds for rehabilitation of that owner-occupied residence; and

WHEREAS, Borrower will utilize the federally funded HOME Substantial Rehabilitation (for Owner-Occupied Single Family Residences) Loan Program of the City of Riverside to obtain a secured loan (the "Loan") from the City with which to rehabilitate his or her place of residence in accordance with HUD regulations, HOME program requirements and the specifications approved by the City; and

WHEREAS, pursuant to the terms of such HOME Substantial Rehabilitation Loan Program for the Loan, the Borrower is required to execute a Note secured by a Deed of Trust with a 3% rate of interest and payable to the City; and

WHEREAS, the City requires the Borrower to execute a Deed of Trust as security for the repayment of the Note evidencing the secured Loan and Borrower agrees to execute such Deed of Trust which shall be recorded; and

2063790 - 1

Ø
yl

WHEREAS, pursuant to the application of Borrower, the City will make said Loan on condition that the Borrower enter into this Regulatory Agreement, which will be recorded consistent with the terms of the HOME Loan Agreement executed concurrently herewith; and

WHEREAS, the purpose of this Regulatory Agreement is to assure that the Borrower and any and all future owners of the property know that the HOME Residential Rehabilitation Loan is a deferred loan that is due and payable upon any transfer of the Property;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is mutually agreed by the City and the Borrower as follows:

1. Borrower is the owner and occupant of a single family residence which is located at 7265 Evans Street, Riverside, California, APN # 230-311-005-7, (the "Property") and which is more fully described as follows:

Lot 5 in Block "A" of Santa Margarita Heights, in the City of Riverside, County of Riverside, State of California, as shown by Map on file in Book 17 Page 53 of Maps, Records of Riverside County, California.

2. Borrower agrees that all terms and conditions of the HOME Substantial Rehabilitation Loan Agreement (HOME Program Loan No. 03), hereinafter "Loan Agreement," which is executed concurrently with this Regulatory Agreement are hereby incorporated herein by this reference as if fully set out herein.

3. Borrower understands and agrees that the use of the proceeds of the Home Substantial Rehabilitation Loan Program will be to undertake the rehabilitation of his or her residence in accordance with City approved plans and specifications and in accordance with HOME Program Regulations (24 CFR Part 92).

4. Borrower agrees to repay said Loan in accordance with the terms and conditions of the Loan Agreement and the Promissory Note executed by Borrower to the City, dated April 23, 1997, and payable in the amount of \$79,200.00, and pursuant to the Loan Agreement dated April 23, 1997.

5. Borrower agrees that upon the execution of the Promissory Note and Deed of Trust that the City shall have a right to record said Deed of Trust upon the Property described herein.

6. Borrower agrees that the HOME Rehabilitation Loan is a deferred loan that is due and payable upon any transfer of the

Property, and Borrower will advise all future owners of the Property of this repayment requirement.

7. When the terms of the Loan Agreement have been fully performed and the Note has been fully repaid pursuant to its terms and conditions, upon the written request of Borrower, the City shall execute and deliver to the Borrower a reconveyance of the estate held by the City under the Deed of Trust executed to secure the Loan and Promissory Note.

8. Borrower agrees to maintain the Property, including the structures thereon and the landscaping, in a good and reasonable condition and in accordance with City ordinances and regulations, and with all other local, state or federal laws which may apply.

9. Borrower agrees that it is the intent of the City and Borrower that this Regulatory Agreement shall be a covenant and restriction that shall run with the land, and shall bind all successors in title to the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenant or restrictions are set forth in such contract, deed or other instrument, unless expressly released by the City Council of the City of Riverside.

10. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed as of the day and year first above written.

CITY OF RIVERSIDE,
a municipal corporation

BORROWER:

By John E. Holmes
City Manager

Abel A. Torres
ABEL A. TORRES

Attest Colleen Giesel

Herlinda Torres
HERLINDA TORRES

Approved as to Form:

Kathleen M. Gonzal
Assistant City Attorney
KG/sa
04/22/97

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

212978

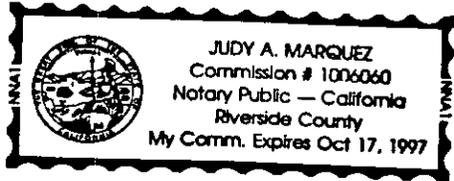
State of CALIF.

County of RIVERSIDE

On April 24 1997 before me, JUDY A. MARQUEZ, Notary

personally appeared Abel A. Torres and Verlinda Torres

personally known to me - OR - X 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.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: REGULATORY Agreement

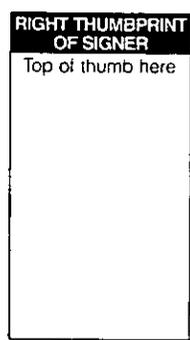
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

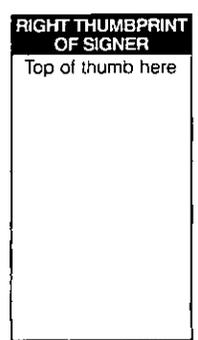
- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

CIA-559

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of RIVERSIDE

On June 9, 1997 before me, JANIS LOWRY Notary Public

DATE

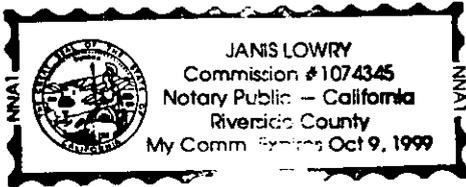
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John E. Holmes and Colleen J. Nicol

NAME(S) OF SIGNER(S)

[X] personally known to me - OR - [] 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.



WITNESS my hand and official seal.

Handwritten signature of Janis Lowry

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
Corporate Officer

TITLE(S)

- Partner(s)
Attorney-in-fact
Trustee(s)
Guardian/conservator
Other

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE