

Recording requested by:
and when recorded mail to:

**Mammoth Lakes Housing
P.O. Box 260
Mammoth Lakes, CA 93546**

SAMPLE

SPACE ABOVE THIS LINE FOR RECORDER

THIS DOCUMENT IS RECORDED SOLELY FOR THE PURPOSE OF THE TOWN OF MAMMOTH LAKES WITHOUT FEE PURSUANT TO SECTION 6103 OF THE GOVERNMENTAL CODE.

SHORT FORM DEED OF TRUST

Adopting and including by reference certain provisions of a Deed of Trust recorded in the counties named herein.

THIS DEED OF TRUST, made this _____ day of _____ 2006, between _____ as TRUSTOR(S), whose address is _____, California; and _____ Title Company, Town of Mammoth Lakes, California, as TRUSTEE and the Town of Mammoth Lakes, as BENEFCIARY, **this Deed of Trust being junior and subordinate to a new Deed of Trust in favor of Inyo Mono Title Company, a California Corporation, in the amount of \$___ recording concurrently herewith;**

WITNESSETH: That Trustor grants, transfers or assigns to Trustee in Trust that property in the Town of Mammoth Lakes, State of California, described as:

LEGAL PROPERTY DESCRIPTION: Attached hereto.

APN:

The restrictions will automatically terminate if the Title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary.

If the Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, immediately due and payable.

FOR THE PURPOSE of securing performance and payment of the sum of _____ and of the monies that may be paid or advanced by or may otherwise be owing to the Trustee of the Beneficiary under this instrument, and also such additional monies as may be hereafter borrowed by the Trustor, or any of them, from the Beneficiary, and also the payment of all other monies and indebtedness now owing or to become owing, from the Trustor, or any of them, to the Beneficiary, according to the terms of the Promissory Notes, payable to Beneficiary on order and made by Trustor,

Said Promissory Notes, of even date herewith made by Trustor, delineated the Terms and Conditions of this Loan requiring security of this document, but which is not subject to performance or to a definite maturity date. Demand is, rather, subject to change of title by any means.

Privilege is reserved to prepay at any time all or any part of the debt secured hereby without the payment of penalties or premiums. By executing and delivering this Deed of Trust, and the Note secured hereby, the parties agree that all provisions of that Promissory Note between _____ and the Town of Mammoth Lakes, dated _____, 2006 and the Loan Agreement between _____, as borrower(s) and the Town of Mammoth Lakes, as Lender, dated _____, 2006, and that portion of the Fictitious Deed of Trust hereinafter referred to commencing with paragraph 1 and ending with paragraph 31 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Fictitious Deed of Trust above referred to was recorded as follows:

<u>COUNTY</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
Mono			

Signature of Trustor(s)

STATE OF CALIFORNIA
COUNTY OF MONO SS

On _____, 2006 before me, _____, Notary Public, personally appeared, _____ personally made 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.

FOR NOTARY STAMP OR SEAL

Notary Public