

**NOTE SECURED BY DEED OF TRUST**  
**(This Note Contains An Acceleration Clause)**

Straight Note - Interest Only Installments  
Orinda, California

**\$100,000.00**

**Date: \*\*\***

In installments as herein stated, for value received, the undersigned, promise to pay to:

**\*Investor(s) name(s) here\***

("Lender"), at \*\*\*, or other place that may be designated by Lender through written notice to the undersigned, the sum of:

**\$100,000.00** ----- (ONE HUNDRED THOUSAND DOLLARS EXACTLY)

with interest from the date of funding (which is \_\_\_\_\_, 20\*\*) on the unpaid principal balance outstanding from time to time at the rate of interest stated below, payable in interest only monthly installments in the amount stated below, due on the \_\_\_\_ of each month, beginning on \_\_\_\_\_, 20\*\* and continuing monthly thereafter until maturity, \_\_\_\_\_, 20\*\*, at which time all sums of principal and interest then remaining unpaid shall be due and payable in full.

The rate of interest for the term of this promissory note shall be \*\*\* per cent (\*\*\*) per annum.

The monthly installments for the term of this promissory note shall be \$\*\*\*

Each payment shall be credited first to interest then due and payable and the remainder on principal and interest shall thereupon cease upon the principal so credited. Upon default in any payment of any installment, then the balance of this obligation shall become due immediately at the option of the Lender hereof. Principal and interest is payable in lawful money of the United States of America.

If this Note is not paid when due, the undersigned promises to pay, in addition to the principal and interest due under this note, all costs of collection and any reasonable attorney's fees incurred by the Lender thereof on account of such collection, whether or not suit is filed hereon. The undersigned consents to renewals, replacements and extensions of time for payment hereof before, at, or after maturity; consents to acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

If any installment due hereunder is delinquent more than 10 days, the undersigned agrees to pay a late charge on each such installment of 10% of the delinquent payment. All late payment charges are to be paid immediately upon demand.

In addition, if any balloon payment is delinquent more than 10 days, the undersigned agrees to pay a late charge equivalent to the maximum late charge which could be assessed on the largest single regular installment due under this note. This late charge on the balloon payment is to continue to be assessed for each subsequent period of time equal to the regular installment period under this note until the balloon payment and other fees, interest and charges due under this note are paid in full.

The undersigned and Lender agree that it would be difficult to determine the actual damages to the Beneficiary or Beneficiaries agent for the return of an unpaid check provided by undersigned. It is hereby agreed the undersigned will pay one percent (1%) or \$25.00, whichever is greater. Such amount is in addition to any late charge or default interest which may be applicable. This amount is in lieu of any statutory monetary penalty, if any. However, Lender does not waive any other rights that may be awarded under any statute.

The principal and accrued interest on this loan may be prepaid in whole or in part at any time without penalty.

The Note is secured by a Deed of Trust of even date herewith which contains the following provision: In the event of sale, transfer, conveyance or alienation of said properties, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the note secured by this Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by Beneficiary to one such transaction shall not constitute waiver of the right to require such consent in succeeding transactions.

THIS NOTE IS SUBJECT TO SECTION 2966 OF THE CIVIL CODE, WHICH PROVIDES THAT THE HOLDER OF THIS NOTE SHALL GIVE WRITTEN NOTICE TO THE TRUSTOR, OR HIS SUCCESSOR IN INTEREST, OF PRESCRIBED INFORMATION AT LEAST 90 AND NOT MORE THAN 150 DAYS BEFORE ANY BALLOON PAYMENT IS DUE.

**ANY INTEREST WHICH BECOMES DUE UNDER THIS NOTE WHICH REMAINS DUE FOR MORE THAN ONE MONTH AND A NOTICE OF DEFAULT IS RECORDED AGAINST THE PROPERTY SHALL ACCRUE INTEREST AT THE SAME RATE AND UPON THE SAME TERMS AS THE PRINCIPAL UNDER THIS NOTE. IF THIS NOTE IS IN DEFAULT FOR MORE THAN ONE MONTH AND A NOTICE OF DEFAULT IS RECORDED AGAINST THE PROPERTY, THEN THE INTEREST RATE OF THIS NOTE SHALL BE INCREASED TO AN AMOUNT EQUAL TO THE INTEREST RATE THEN DUE AS STATED ON THE FIRST PAGE OF THIS NOTE PLUS FIVE PER CENT (5%). ANY PRINCIPAL BALANCE OUTSTANDING PAST THE DUE DATE OF THIS NOTE SHALL BEAR INTEREST EQUAL TO THE HIGHEST INTEREST RATE STATED IN THIS NOTE PLUS FIVE PER CENT (5%).**

Executed on \_\_\_\_\_, 20\*\* by (the “Undersigned”):

\_\_\_\_\_

This Note is secured by Deed of Trust