

EXHIBIT B

**Recording Requested by and
When Recorded Mail to:**

City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

**SECOND MODIFICATION OF
DEED OF TRUST AND ASSIGNMENT OF RENTS**

This Second Modification of Deed of Trust and Assignment of Rents (the "Modification"), is dated _____, 2019, for reference purposes only, and is made and entered into by and among Willow Gardens Housing Associates, a California Limited Partnership (the "Trustor"), and the City of South San Francisco, successor housing agency to the Redevelopment Agency of the City of South San Francisco, an agency existing under the laws of the State of California (the "Beneficiary") and Old Republic Title Company ("Trustee").

RECITALS

A. The Beneficiary has made a loan to the Trustor in the original principal amount of \$3,500,000 (the "Loan"), which is secured by a deed of trust dated January 4, 1999, and recorded against the Original Collateral in the Official Records of San Mateo County on March 16, 1999, as Instrument No. 99-045815 (the "Original Deed of Trust"), as modified by that certain Modification of Deed of Trust and Assignment of Rents dated August 3, 2016 (the "First Modification"), and recorded against the Original Property in the Official Records of San Mateo County on November 28, 2016, as Instrument No. 2016-124182 (collectively, the "Deed of Trust").

B. Proceeds of the Loan were used to acquire certain real property in the City of South San Francisco, California, over a period of time, with the intent that each property would serve as collateral for the Loan and be secured by a deed of trust and regulatory agreement recorded against the property. The Loan was originally secured by the following real properties in South San Francisco, California (the "Original Collateral"):

395 Susie Way	Assessor's Parcel No. 011-270-200
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C. Trustor and Beneficiary entered into the First Modification to add the following real properties in South San Francisco, California, as collateral for the Loan (the "First Modification Collateral") (the Original Collateral and the First Modification Collateral are described on **Exhibit "A"** attached hereto and made a part hereof):

990 Brusco Way	Assessor's Parcel No. 011-270-100
986 Brusco Way	Assessor's Parcel No. 011-270-110
982 Brusco Way	Assessor's Parcel No. 011-270-120
976 Sandra Court	Assessor's Parcel No. 011-271-100

D. The Trustor is the owner of that certain real property located at 383 Susie Way and 364 Susie Way, South San Francisco, California, identified as Assessor's Parcel Nos. 011-270-170-1 and 011-270-300, respectively, and legally described on **Exhibit "B"** attached hereto and made a part hereof (the "Additional Collateral").

383 Susie Way	Assessor's Parcel No. 011-270-170-1
364 Susie Way	Assessor's Parcel No. 011-270-300

E. The parties are entering into this Modification to clarify that the Additional Collateral was originally intended to be included with the Original Collateral, pursuant to the assemblage plan as defined in Recital 1 of the Regulatory Agreement and Declaration of Restrictive Covenants dated January 4, 1999, as property securing the Loan and to add the Additional Collateral as security for the Deed of Trust. The Original Property and the Additional Collateral are described together on the attached **Exhibit "C"** (the "New Legal Description").

AGREEMENT

NOW, THEREFORE, for sufficient consideration which is hereby acknowledged, the parties agree as follows:

1. The foregoing Recitals are true and correct and included as part of this Modification.

2. The Deed of Trust is modified by replacing Exhibit A, legal description of the Original Collateral, with **Exhibit "C"**.

3. The Trustor does hereby grant and convey the real property described in **Exhibit "C"** to Trustee under said Deed of Trust, together with power of sale and subject to each and all of the terms and conditions of the Deed of Trust, including this Modification and any supplements hereto.

4. In all other respects not inconsistent with this Modification the terms of the Deed of Trust, which are incorporated herein by reference thereto, shall remain in full force and effect, and be binding on the parties.

5. The Trustee is hereby authorized and directed to endorse a memorandum hereof upon said Deed of Trust and the promissory note secured thereby.

6. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

7. This Modification may be executed in multiple counterparts, all of which together shall constitute a single instrument.

IN WITNESS WHEREOF the parties hereby execute and enter into this Modification as of the date first set forth above and agree to be bound hereby:

TRUSTOR:

Willow Gardens Housing Associates,
a California Limited Partnership

By: Mid-Peninsula San Ramon Corporation,
a California nonprofit public benefit corporation,
its general partner

By: _____
Its: _____

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 _____

On _____ before me _____, Notary Public,
Date

personally appeared _____,
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.

Place Notary Seal Above

Signature of Notary Public

Signatures Continued on Following Page

BENEFICIARY:

City of South San Francisco, successor
housing agency to the Redevelopment Agency
of the City of South San Francisco,
an agency existing under the laws of the State of California

By: _____
Its: _____

APPROVED AS TO FORM

City Counsel

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 _____

On _____ before me _____, Notary Public,
Date

personally appeared _____,
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.

Place Notary Seal Above

Signature of Notary Public

TRUSTEE:

Old Republic Title Company

By: _____
Its: _____

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 _____

On _____ before me _____, Notary Public,
Date

personally appeared _____, 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.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE ORIGINAL COLLATERAL

The land referred to herein is situated in the County of San Mateo, City of South San Francisco, State of California, and is described as follows:

Lot 16 of Block 1, Lots 1, 2, 3 and 11 of Block 2, as delineated upon that certain map entitled "Willow Gardens, South San Francisco, San Mateo County, California", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 29th, 1964 in Book 61 of Maps, at Pages 24 and 25.

EXCEPTING FROM Lot 11, Block 2:

All water rights as lies beneath the surface of the earth, with no right of surface entry, as contained in that Quitclaim Deed from Pacific States Construction Company, a California corporation to California Water Service Company, a California corporation dated February 2, 1968 and recorded February 7, 1968 in Book 5428 Official Records, Page 590 (17429-AB) of Official Records of San Mateo County, California.

APN:

011-271-100 (as to Lot 16, Block 1)
011-270-100 (as to Lot 1, Block 2)
011-270-110 (as to Lot 2, Block 2)
011-270-120 (as to Lot 3, Block 2)
011-270-200 (as to Lot 11, Block 2)

EXHIBIT "B"

LEGAL DESCRIPTION OF THE ADDITIONAL COLLATERAL

The land referred to herein is situated in the County of San Mateo, City of South San Francisco, State of California, and is described as follows:

Lot 8, Block 8, as designated on the map entitled, "Willow Gardens South San Francisco, San Mateo County, California", filed in the Office of the Recorder of the County of San Mateo, State of California on December 29, 1964 in Book 61 of Maps at Pages 24 and 25.

APN: 011-270-170-1

Lot 31 in Block 2, as shown on that certain map entitled, "Willow Gardens", filed in the Office of the Recorder of the County of San Mateo, State of California on December 29, 1964 in Book 61 of Maps at Page 24.

APN: 011-270-300

EXHIBIT "C"

NEW LEGAL DESCRIPTION

The land referred to herein is situated in the County of San Mateo, City of South San Francisco, State of California, and is described as follows:

Lot 16 of Block 1, Lots 1, 2, 3 and 11 of Block 2, as delineated upon that certain map entitled "Willow Gardens, South San Francisco, San Mateo County, California", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on December 29th, 1964 in Book 61 of Maps, at Pages 24 and 25.

EXCEPTING FROM Lot 11, Block 2:

All water rights as lies beneath the surface of the earth, with no right of surface entry, as contained in that Quitclaim Deed from Pacific States Construction Company, a California corporation to California Water Service Company, a California corporation dated February 2, 1968 and recorded February 7, 1968 in Book 5428 Official Records, Page 590 (17429-AB) of Official Records of San Mateo County, California.

APN:

011-271-100 (as to Lot 16, Block 1)
011-270-100 (as to Lot 1, Block 2)
011-270-110 (as to Lot 2, Block 2)
011-270-120 (as to Lot 3, Block 2)
011-270-200 (as to Lot 11, Block 2)

Lot 8, Block 8, as designated on the map entitled, "Willow Gardens South San Francisco, San Mateo County, California", filed in the Office of the Recorder of the County of San Mateo, State of California on December 29, 1964 in Book 61 of Maps at Pages 24 and 25.

APN: 011-270-170

Lot 31 in Block 2, as shown on that certain map entitled, "Willow Gardens", filed in the Office of the Recorder of the County of San Mateo, State of California on December 29, 1964 in Book 61 of Maps at Page 24

APN: 011-270-300