

Phone (800) 718-4853

**Prepared For:**

**CASSIDY COOK  
COLDWELL BANKER  
3015 MAIN STREET, #400  
SANTA MONICA, CA 90405**

## Property Profile

Property Address: **16805 SIERRA HWY  
CANYON COUNTRY, CA 91351**

Assessor's Parcel No: **3231-025-028**

Title Representative: **HEIDI GOTTLIEB**



**Thank You For Choosing  
OLD REPUBLIC TITLE COMPANY**

[www.ortc.com](http://www.ortc.com)

This title information has been furnished without charge by OLD REPUBLIC TITLE COMPANY in conformance with the rules established by the California Insurance Commissioner, who urges you to shop for the best service available and compare charges and fees for title insurance and other services associated with the purchase or sale of a home.

This information is provided as an accommodation only. The information contained herein is not a complete statement or representation of the status of title to the property in question and no assurances are made or liability assumed as to the accuracy thereof. If you wish protection against loss with respect to the status of title, you should obtain a commitment, binder or policy of title insurance.

*Our Experience - Your Advantage* <sup>TM</sup>

Data Deemed Reliable, But Not Guaranteed.

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## Property Information

**Primary Owner :** 16805 SIERRA HWY LLC  
**Secondary Owner :** N/A  
**Site Address :** 16805 SIERRA HWY  
CANYON COUNTRY, CA 91351-1344  
**Mailing Address :** 16805 SIERRA HWY  
SANTA CLARITA, CA 91351-1344  
**Assessor Parcel Number :** 3231-025-028  
**Census Tract :** 9200.34  
**Housing Tract Number :** 12792  
**Lot Number :** 23  
**Page Grid :** 4462-B7  
**Legal Description :** Lot: 23 ; Tract No: 12792 ; Abbreviated Description: LOT:23  
TR#:12792 TRACT # 12792 SW 60 FT OF LOT 23

## Property Characteristics

**Bedrooms :** 0      **Year Built :** 1961      **Square Feet :** 240  
**Bathrooms :** 0.0      **Garage :** N/A      **Lot size :** 8528 SF  
**Partial Bath :** 0      **Fireplace :** N/A      **Number of Units :** 1  
**Total Rooms :** 0      **Pool/Spa :** N      **Use Code :** Store/Office (mixed use)  
**Zoning :** LCC3\*

## Sale Information

**Transfer Date :** 10/13/2021      **Document # :** 21-1543829  
**Transfer Value :** \$650,000      **Cost/Sq Feet :** \$ 2708

## Assessment/Tax Information

**Assessed Value :** \$286,526      **Tax Amount :** \$4,028.13  
**Land Value :** \$275,914      **Tax Status :** Current  
**Improvement Value :** \$10,612      **Tax Rate Area :** 9-155  
**Percent Improvement :** 3 %      **Homeowner Exemption :** N

# Tax Search



Los Angeles, California

**Searched: 3231-025-028**

Non-Order Search

Tax Year: 2025-2026  
 Tax Cover: 12/12/2025  
 Searched By: BECKY PALOMINO  
 Searched On: 12/23/2025 11:26 AM

Company: OLD REPUBLIC TITLE COMPANY | GLENDALE | 10 | CRN: 00070-00021

APN:	<b>3231-025-028</b>
Described As:	<b>TRACT # 12792 SW 60 FT OF LOT 23</b>
Address:	<b>16805 SIERRA HWY</b>
City:	<b>UNINCORPORATED - COUNTY OF LOS ANGELES</b>
Billing Address:	<b>16805 SIERRA HY SANTA CLARITA CA 91351</b>
Assessed Owner(s):	<b>16805 SIERRA HWY LLC</b>
Search As:	<b>Tax ID 3231-25 of Parcel 28</b>

Tax Rate Area:	<b>09155</b>	Value	Conveyance Date:
Use Code:	<b>1200</b>	Land: <b>275,914.00</b>	Conveying Instrument:
	<b>STORES COMBINED WITH OFFICE</b>	Improvements: <b>10,612.00</b>	Date Transfer Acquired:
Region Code:	<b>SYLMAR</b>	Personal Property:	Vesting:
Flood Zone:		Fixtures:	Year Built: <b>1961</b>
Zoning Code:	<b>LCC3*</b>	Inventory:	Year Last Modified: <b>1961</b>
Taxability Code:			
Tax Rate:	<b>1.405851</b>	<b>Exemptions</b>	<b>Square Footage</b>
Auditor Tax Rate:	<b>1.188636</b>	Homeowner:	Land:
		Inventory:	Improvements:
		Personal Property:	<b>240</b>
		Religious:	
		All Other:	Tax Defaulted:
Bill #:		Net Taxable Value: <b>286,526.00</b>	Total Tax: <b>4,028.13</b>
Issue Date:	<b>10/15/2025</b>		

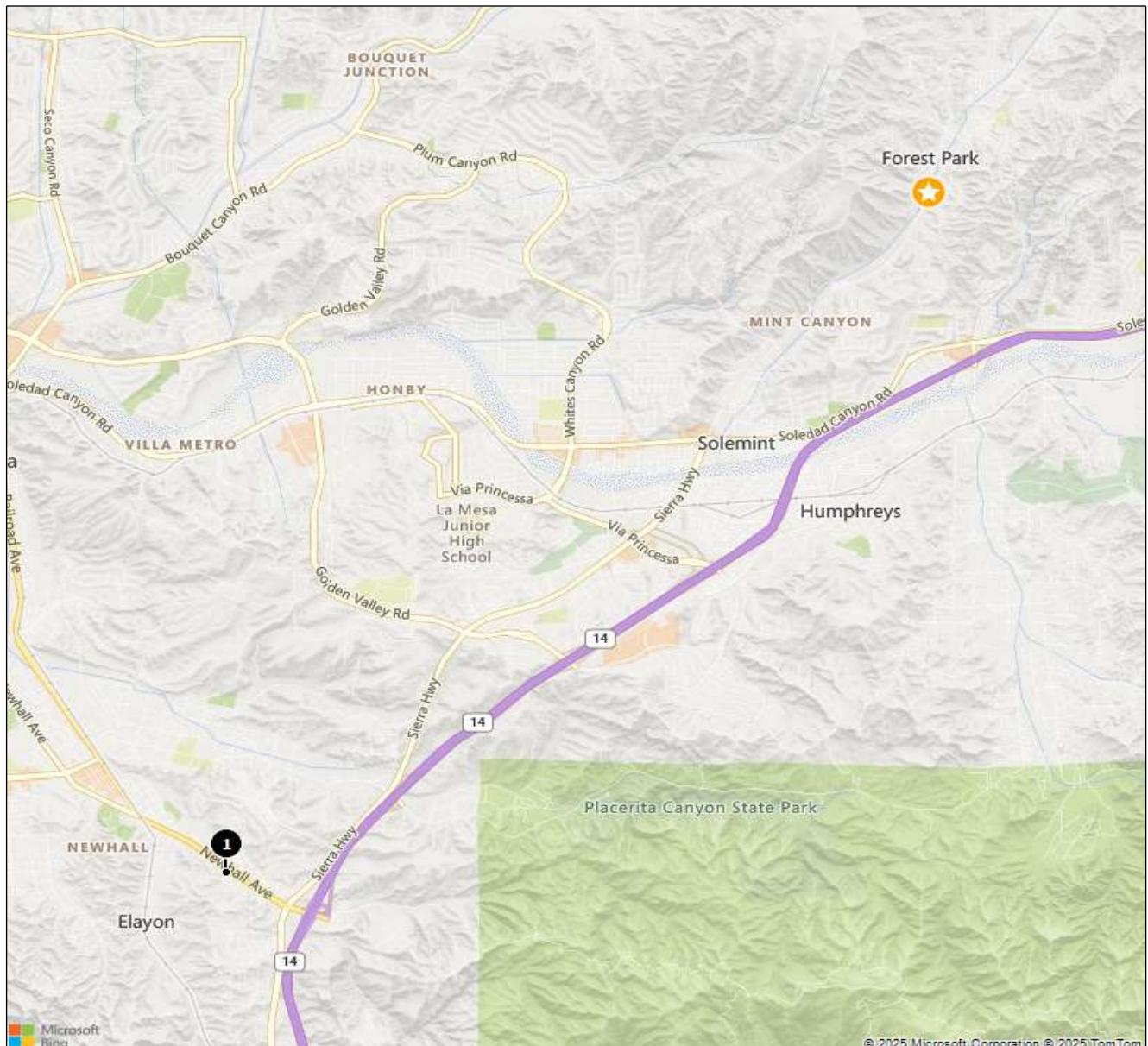
Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
<b>1st</b>	<b>2,014.07</b>	<b>201.40</b>	<b>12/10/2025</b>	<b>UNPAID</b>		<b>2,215.47</b>
<b>2nd</b>	<b>2,014.06</b>	<b>211.40</b>	<b>04/10/2026</b>	<b>UNPAID</b>		<b>2,014.06</b>
						<b>Total Balance:</b> <b>4,229.53</b>

Account	Special Lien Description	Amount
<b>00170</b>	<b>LOS ANGELES COUNTY TRAUMA/EMERG SRVS</b>	<b>15.12</b>
<b>00177</b>	<b>SAFE CLEAN WATER</b>	<b>182.87</b>
<b>00197</b>	<b>LOS ANGELES COUNTY SOLID WASTE SERVICE CHARGE</b>	<b>3.51</b>
<b>00311</b>	<b>COUNTY LIBRARY SERVICES</b>	<b>35.23</b>
<b>00744</b>	<b>LOS ANGELES COUNTY FIRE DEPARTMENT</b>	<b>94.65</b>
<b>00746</b>	<b>LOS ANGELES COUNTY FIRE DEPARTMENT BRUSH INITIAL INSPECTION FEE</b>	<b>151.00</b>
<b>00747</b>	<b>MEASURE E - COFIRE</b>	<b>14.40</b>
<b>02800</b>	<b>LOS ANGELES COUNTY LIGHTING DISTRICT</b>	<b>20.00</b>
<b>03071</b>	<b>LOS ANGELES COUNTY FLOOD CONTROL</b>	<b>82.05</b>
<b>03694</b>	<b>REGIONAL PARK AND OPEN SPACE DISTRICT PROPOSED MEASURE A</b>	<b>4.58</b>
<b>06181</b>	<b>GREATER L.A. COUNTY VECTOR CONTRL DISTRICT</b>	<b>18.97</b>

**THE INFORMATION PROVIDED IS A SUMMARIZED SEARCH OF OUR RECORDS. PROPERTY INSIGHT DOES NOT WARRANT NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN. A FULL/EXTENDED TAX SEARCH IS RECOMMENDED.**

**\*\*\* END OF REPORT \*\*\***

**16805 SIERRA HWY  
CANYON COUNTRY, CA 91351-1344**



Address	Date	Price	SqFt	BR/Bth	Year Built	Lot Size
1. 23655 Newhall Ave, Santa Clarita	08/01/2025	\$1,800,000	8115	0	1971	28089


**Criteria Selected:**

Searched by Radius: 10 miles  
 Maximum Bathrooms: 99 Minimum Bathrooms: 0  
 Land Use: Same as Subject  
 Date Range: 12/28/2024 to 12/23/2025

**Area Sales Analysis**

	Low	Median	High
<b>Bedrooms:</b>	0	0	0
<b>Baths:</b>	0	0	0
<b>Lot Size:</b>	28,089	28,089	28,089
<b>Living Area (SqFt):</b>	8,115	8,115	8,115
<b>Sale Price:</b>	\$1,800,000	\$1,800,000	\$1,800,000
<b>Year Built:</b>	1971	1971	1971
<b>Age:</b>	54	54	54

**Subject Property**

**Sale Date:** 10/13/2021 **Year Built:** 1961 **Price:** \$650,000 **Pool:** N  
**Lot Size:** 8,528 SF **Square Feet:** 240 **\$/SF:** \$2,708 **BR/Bth:** 0/0.0

**Comparable Sales Data**

No.	Address	Date	Price	\$/SF	SqFt	BR/Bth	Year Built	Lot Size	Pool
1	23655 NEWHALL AVE SANTA CLARITA, CA 91321	08/01/2025	\$1,800,000	\$221	8,115	0	1971	28,089 SF	N/A
	Owner: JARNAIL SINGH, DEBRA LYNN GREGORY APN: 2827-004-017 Legal: Tract No:2703 Map Ref:MB 28 PG 20 Land Use: Store/Office (mixed use)			Seller: LEVENTHAL FAMILY TRUST, THEODORE Document #: 25-0521858 Located approximately 7.01 miles from subject property.					

▲ This page is part of your document - DO NOT DISCARD ▲



**20211543829**



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

10/13/21 AT 01:45PM

FEES :	48.00
TAXES :	715.00
OTHER :	0.00

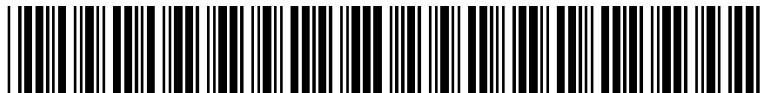
**PCOR SURCHARGE \$20.00**

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PAID :	763.00
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LEADSHEET



202110131070011

00021344539



012777727

SEQ:  
01

SECURE - Daily



▲ THIS FORM IS NOT TO BE DUPLICATED ▲

E521952

121080389

**LAWYERS TITLE**  
**RECORDING REQUESTED BY:**  
Pathway Escrow, Inc.  
Order No. /121080389  
Escrow No. 6583-3  
Parcel No. 3231-025-026, 3231-025-027, 3231-  
025-028  
**AND WHEN RECORDED MAIL TO:**  
16805 SIERRA HWY, LLC A CALIFORNIA  
LIMITED LIABILITY COMPANY,  
ELIZABETH ANNE FOX

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS \$715.00 and CITY \$

Computed on full value of property conveyed, or  
 Computed on full value less liens or encumbrances remaining at the time of sale.  
Unincorporated area:  City of Santa Clarita, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
JOHN C. HARTIGAN and BEVERLY HARTIGAN, Husband and Wife as Community Property with Right  
of Survivorship \ who acquired title as Beverly Hartigan  
hereby GRANT(S) to 16805 Sierra Hwy, LLC, a California Limited Liability Company

the following described real property in the County of Los Angeles, State of California:

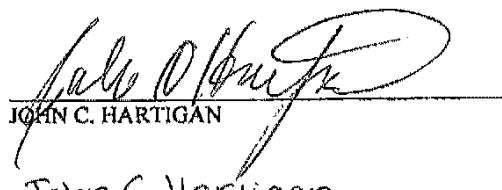
**LEGAL DESCRIPTION SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Commonly known as: 16805 Sierra Highway, Santa Clarita, CA 91351

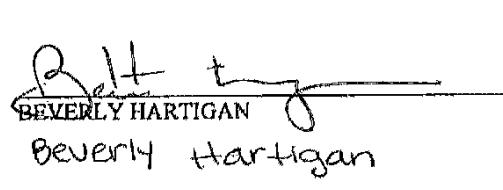
Date March 4, 2021

**SIGNATURE PAGE ATTACHED HERETO AND MADE PART HEREOF**

Date March 4, 2021

  
JOHN C. HARTIGAN

John C. Hartigan

  
BEVERLY HARTIGAN

Beverly Hartigan

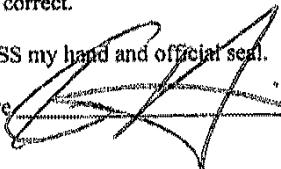
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

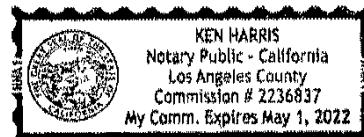
STATE OF CALIFORNIA  
COUNTY OF Los Angeles } S.S.

On March 4, 2021, before me, Ken Harris, Notary Public, personally appeared JOHN C. HARTIGAN and BEVERLY HARTIGAN, 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.

Signature  (Seal)



## **EXHIBIT "A"**

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

**PARCEL 1: (APN 3231-025-28)**

Lot 23 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County.

EXCEPT therefrom the Northeasterly 40.00 feet thereof.

**PARCEL 2: (APN 3231-025-26)**

The Southwest 20.00 feet of Lot 22 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County.

**PARCEL 3: (APN 3231-025-27)**

The Northeast 80.00 feet of Lot 22 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County.

▲ This page is part of your document - DO NOT DISCARD ▲



**20211543832**



Pages:  
0030

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

10/13/21 AT 01:45PM

FEES :	151.00
TAXES :	0.00
OTHER :	0.00
<hr/> PAID : 151.00	



LEADSHEET



202110131070011

00021344542



012777727

SEQ:  
04

SECURE - Daily



▲ THIS FORM IS NOT TO BE DUPLICATED ▲

E521952

121080389

RECORDING REQUESTED BY

**LAWYERS TITLE**

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME John C. Hartigan and Beverly Hartigan c/o Olympia Financial

STREET ADDRESS 16633 Ventura Blvd., Suite 1050

CITY, STATE & ZIP CODE Encino, CA 91435

SPACE ABOVE FOR RECORDER'S USE ONLY

**Deed of Trust**

**Title of Document**

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

**THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)**

*RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:*

**John C. Hartigan and Beverly Hartigan**  
c/o Olympia Financial  
16633 Ventura Blvd.  
Suite 1050  
Encino, CA 91435

(Space Above This Line For Recorder's Use)

**"This Deed of Trust is 2nd  
and subject to a 1st Deed  
of Trust recording concurrently  
herewith."**

APN: 3231-025-028, 3231-025-026 and 3231-025-027

**DEED OF TRUST WITH  
ASSIGNMENT OF RENTS AND FIXTURE FILING**

THIS DEED OF TRUST ("Deed of Trust") is made as of **October 4, 2021** by **16805 Sierra Hwy LLC**, a California limited liability company ("Trustor"), whose address is for Notice is set forth in Section 7.18 below, in favor of **Mortgage Lender Services, Inc.** ("Trustee") whose address is 11707 Fair Oaks Blvd, Suite 20, Fair Oaks CA 95628 and **John C. Hartigan and Beverly Hartigan, husband and wife** ("Beneficiary"), whose addresses are set forth in Paragraph 7.16 below.

**I.**

**GRANT IN TRUST**

**1.1** Trustor irrevocably grants, conveys, transfers and assigns to Trustee, in trust, with power of sale and right of entry and possession, all right, title and interest which Trustor now has or may hereafter acquire in and to that certain real property (the "Subject Property") located at **16805 Sierra Highway, Canyon Country, CA 91351 (APN 3231-025-028, 3231-025-026 and 3231-025-027)** as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all easements and other rights now or hereafter located thereon or appurtenant thereto, all buildings situated on the Subject Property, together with all appurtenances and all other existing or subsequently erected improvements in, under or upon the Subject Property, all development rights or credits and air rights, all fixtures, all additions and accretions thereto, and any greater estate in the Subject Property or any part thereof now owned or hereafter acquired by Trustor. Trustor makes the foregoing grant to Trustee to hold the Subject Property in trust for the benefit of Beneficiary, and for the purpose and upon the terms and conditions hereinafter set forth.

**II.**

**ASSIGNMENT OF RENTS**

**2.1** Trustor absolutely and irrevocably assigns to Beneficiary the rents, issues, deposits, and profits of the Subject Property, together with the immediate and continuing right to collect and receive the same, for the purposes and upon the term and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to produce rents from the Subject Property and said assignment shall not cause Beneficiary to be a "mortgagee in possession" for any purpose.

**III.  
Fixture Filing**

**3.1** This Deed of Trust encumbers, and Trustor hereby grants Beneficiary a security interest in, all personal property of any kind whatsoever, which is now or becomes a "fixture" and which is used or will be used in construction of or is or will be placed upon or is derived from or used in any connection with the use, occupancy, or enjoyment of, the Subject Property. The terms "Fixture" and "Fixtures" as used herein shall refer to all articles of personal property, furniture and furnishings which are so related to the Subject Property such that an interest arises in them under the real estate laws of the State of California. To the extent the Fixtures are encumbered by the Deed of Trust, this Deed of Trust constitutes a security agreement and is intended to create a security interest in the Fixtures in favor of Beneficiary and shall constitute a "fixture filing" in accordance with the provisions of Section 9313 of the Uniform Commercial Code in effect in the State of California. This Deed of Trust shall be self-operative with respect to the Fixtures, but Trustor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon the Fixtures.

**IV.  
Obligations Secured**

Trustor makes the foregoing grant and assignment for the purpose of securing the following obligations which Trustor covenants to pay and perform promptly in accordance with their terms.

**4.1** Payment to Beneficiary of all indebtedness evidenced by and arising under that certain Note Secured by Deed of Trust (the "Note"), dated as of the date hereof, payable to Beneficiary or its order, in the original principal amount of **One Hundred Ninety One Thousand and 00/100 Dollars (\$191,000.00)** which Note is incorporated herein by this reference, together with interest thereon, and any modifications, extensions or renewals thereof (including, but without limitation (i) modifications of the required principal and/or interest payment dates, deferring or accelerating said payment dates in whole or in part, and/or (ii) modifications, extensions or renewals at a different rate of interest), whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes;

**4.2** Payment to Beneficiary of all indebtedness or such further sums and/or performance of such further obligations as Trustor or the then record owner of the Subject Property may undertake to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, its successors or assigns, when said borrowings and/or obligations are evidenced by a writing or writings reciting that they are so secured;

**4.3** Performance of each agreement of Trustor herein contained or contained in the Note and/or any and all documents and instruments executed by Trustor concurrently herewith for purposes of evidencing or securing the repayment of the Note which are incorporated herein by this reference (the "Loan Documents"), and the repayment of each fee, cost and expense by Trustor as herein set forth. Any breach or default with respect to the obligations of the Trustor under the Loan Documents shall also be deemed a default by the Trustor under this Deed of Trust, and shall entitle Beneficiary, in addition to any and all rights and remedies to which Beneficiary may be otherwise entitled by law, or to which the Beneficiary under the Loan Documents would be entitled, to all rights and remedies set forth in this Deed of Trust.

WHICH EVENT THAT PARTY WILL BE ENTITLED TO RECOVER (OR OFFSET) THE AMOUNT ADVANCED, WITH INTEREST, EVEN IF THAT PARTY IS NOT THE PREVAILING PARTY. THE REFEREE SHALL INCLUDE SUCH COSTS IN HIS JUDGMENT OR AWARD.

(e) The following matters are excluded from Reference Proceedings hereunder: (i) A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) An unlawful detainer action; (iii) The filing or enforcement of a mechanic's lien; (iv) Any matter which is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) An action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies.

(f) The filing of a court action to (x) enforce the provisions of this paragraph 7.14, regarding submission of disputes to a reference, (y) to enable the recording of a notice of pending action, (iii) for order of attachment, receivership, injunction, or (z) other provisional remedies, shall not constitute a violation of these provisions of this Agreement.

**7.15 Waiver of Jury.** WITH RESPECT TO ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS LOAN OR ANY RELATED LOAN DOCUMENT OR RELATED AGREEMENT, TRUSTOR, AND EACH OF THEM, HEREBY IRREVOCABLY WAIVE ALL RIGHTS THEY MAY HAVE TO DEMAND A JURY TRIAL, TO THE EXTENT PERMISSIBLE AT LAW. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY TRUSTOR AND EACH OF THEM AND EACH TRUSTOR ACKNOWLEDGES THAT NO PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATION OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TRUSTOR FURTHER ACKNOWLEDGES THAT THEY HAVE BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) BY INDEPENDENT LEGAL COUNSEL SELECTED OF TRUSTOR'S OWN FREE WILL IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER, AND THAT TRUSTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL OR AFTER HAVING SUCH OPPORTUNITY HAVE AFFIRMATIVELY ELECTED NOT TO DO SO. TRUSTOR, AND EACH OF THEM, FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

**7.16 Addresses for Notices to Beneficiary.**

John C. Hartigan and Beverly Hartigan  
c/o Olympia Financial  
16633 Ventura Blvd.  
Suite 1050  
Encino, CA 91435

**7.17 Notice to Trustor.** The Address for Notice to the Trustor is:

16805 Sierra Hwy LLC  
a California limited liability company  
16805 Sierra Hwy.  
Santa Clarita, CA 91351

*(Signature(s) on Following Page)*

SIGNATURE PAGE TO  
DEED OF TRUST WITH  
ASSIGNMENT OF RENTS AND FIXTURE FILING

TRUSTOR:

IN WITNESS THEREOF, Trustor has executed this Deed of Trust as of the day and year set forth below.

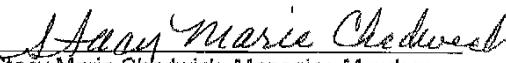
TRUSTOR:

16805 Sierra Hwy LLC  
a California limited liability company

Dated: October 4, 2021

By:   
Robert Wayne Chadwick, Managing Member

Dated: October 4, 2021

By:   
Stacy Maria Chadwick, Managing Member

Dated: October 4, 2021

By:   
JC Fox, Managing Member

Dated: October 4, 2021

By:   
Henry Patrick Butterfield, Managing Member

(Remainder of Page Intentionally Blank)

## TRUE COPY CERTIFICATION

(Government Code 27361.7)

Burbank

California

Place of Execution (City and State)

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

Robert Wayne Chadwick, Managing Member  
Stacy Maria Chadwick, Managing Member  
JC Fox, Managing Member

Henry Patrick Butterfield, Managing Member

eRecording Partners Network

10/7/2021  
Date

By: Un  
Signature of Declarant

Liz Nardi  
Type or Print Name

## ACKNOWLEDGMENT

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 Los Angeles )  
ss. )

On October 4, 2021 before me, 6 Portl.  
Notary Public, personally appeared **Robert Wayne Chadwick**, 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.

(S E A L)



Notary Public in and for said County and State

## ACKNOWLEDGMENT

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 Los Angeles )  
 ) ss.  
)

On October 4, 2021 before me, G. P. A. Hill, Notary Public, personally appeared Stacy Maria Chadwick, 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.

(S E A L)



Notary Public in and for said County and State



ACKNOWLEDGMENT

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 Los Angeles ) ss.

On October 4, 2021 before me, G. Portillo,  
Notary Public, personally appeared JC Fox, 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.

(S E A L)



Notary Public in and for said County and State

## ACKNOWLEDGMENT

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 Los Angeles ) ss.  
)

On October 4, 2021 before me, 6 Pottill,

Notary Public, personally appeared **Henry Patrick Butterfield**, 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.

(S E A L)



Notary Public in and for said County and State

*Galt*  
ary Public in and for said C

EXHIBIT A

LEGAL DESCRIPTION

**Property Address:** 16805 Sierra Highway, Santa Clarita, CA 91351

**APN:** 3231-025-028, 3231-025-026 and 3231-025-027

Real property in the County of Los Angeles, State of California, described as follows:

**PARCEL A1: (APN 3231-025-28)**

Lot 23 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County.

EXCEPT therefrom the Northeasterly 40.00 feet thereof.

**PARCEL A2: (APN 3231-025-26)**

The Southwest 20.00 feet of Lot 22 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County.

**PARCEL A3: (APN 3231-025-27)**

The Northeast 80.00 feet of Lot 22 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County

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▲ This page is part of your document - DO NOT DISCARD ▲



**20230833517**



Pages:  
0008

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

12/01/23 AT 08:00AM

FEES :	40.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
<hr/> PAID :	115.00



LEADSHEET



202312010270027

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014418400

SEQ:  
01

SECURE - 8:00AM



▲ THIS FORM IS NOT TO BE DUPLICATED ▲

E534011

1500-2309061 ▲

RECORDING REQUESTED BY:  
Golden West Escrow, Inc.

AND WHEN RECORDED MAIL TO:

16805 Sierra Hwy, LLC  
16805 Sierra Highway  
Canyon Country, Ca 91351

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 1500-2309061

Escrow No.: 23-016803-CH

### SUBORDINATION AGREEMENT

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS AGREEMENT, made November 27, 2023, by 16805 Sierra Hwy, LLC, JC Fox, Elizabeth Anne Fox and Robert Wayne Chadwick and Stacy Maria Chadwick Trustees to the Robert Wayne Chadwick and Stacy Maria Chadwick AB Living Trust, dated December 13, 2014, Owner of the land hereinafter described and hereinafter referred to as "Owner", and John C. Hartigan and Beverly Hartigan, husband and wife, Present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

#### WITNESSETH

THAT WHEREAS, 16805 Sierra Hwy, LLC, JC Fox, Elizabeth Anne Fox and Robert Wayne Chadwick and Stacy Maria Chadwick Trustees to the Robert Wayne Chadwick and Stacy Maria Chadwick AB Living Trust, dated December 13, 2014, did execute a deed of trust, dated October 4, 2021, to Mortgage Lender Services, Inc., as trustee, covering: **LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF**

to secure a note in the sum of \$191,000.00, dated October 4, 2021, in favor of John C. Hartigan and Beverly Hartigan, which deed of trust was recorded October 13, 2021, as Instrument No. 20211543832, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$405,500.00, dated November 28, 2023, in favor of Able Investment Services, LLC, a Nevada Limited Liability Company, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows;

- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.

**SUBORDINATION RECORDED DEED OF TRUST TO RECORD**

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

(a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the distribution of the proceeds of Lender's loan.

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

16805 Sierra Hwy LLC, a California Limited Liability Company

**Signed in Counterpart**

John C. Hartigan

By: Robert Wayne Chadwick, Managing Member

**Signed in Counterpart**

Beverly Hartigan

By: Stacy Maria Chadwick, Managing Member

**Signed in Counterpart**

Beverly Hartigan

By: JC Fox, Managing Member

**Signed in Counterpart**

By: Henry Patrick Butterfield, Managing Member

**Beneficiary**

**Owner**

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.

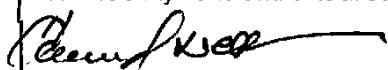
STATE OF CALIFORNIA  
COUNTY OF Los Angeles.

On 11/29/2023 before me, Hamid Nessar,  
A Notary Public personally appeared JOHN C. HARTIGAN & BEVERLY HARTIGAN

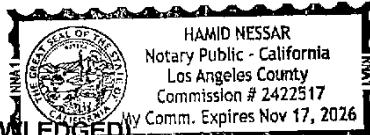
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.



(ALL SIGNATURES MUST BE ACKNOWLEDGED)



IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(CLTA SUBORDINATION FORM "A")

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

16805 Sierra Hwy LLC, a California Limited Liability Company

**Signed in Counterpart**

John C. Hartigan

By: Robert Wayne Chadwick, Managing Member

**Signed in Counterpart**

Beverly Hartigan

By: Stacy Maria Chadwick, Managing Member

*Stacy Maria Chadwick*  
stacy maria chadwick

By: JC Fox, Managing Member

*JC Fox*

By: Henry Patrick Butterfield, Managing Member

**Beneficiary**

**Owner**

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 Los Angeles

On NOV-28-2023 before me, Y.V. GUGASIAN  
A Notary Public personally appeared ROBERT WAYNE CHADWICK & STACY MARIA CHADWICK &  
JE FOX & HENRY PATRICK BUTTERFIELD

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.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(CLTA SUBORDINATION FORM "A")

**CALIFORNIA ACKNOWLEDGMENT****CIVIL CODE § 1189**

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 LOS ANGELES

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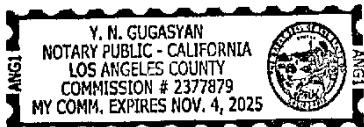
On Nov - 28 - 2023 before me, Y. N. GUGASYAN a Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared ROBERT WAYNE CHADWICK & STACY MARIA CHADWICK  
JC FOX & HENRY PATRICK BUTTERFIELD  
Name(s) of Signer(s)

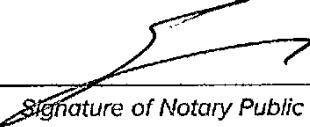
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Signature \_\_\_\_\_

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

 Corporate Officer – Title(s): \_\_\_\_\_ Corporate Officer – Title(s): \_\_\_\_\_ Partner –  Limited  General Partner –  Limited  General Individual  Attorney in Fact Individual  Attorney in Fact Trustee  Guardian or Conservator Trustee  Guardian or Conservator Other: \_\_\_\_\_ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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**EXHIBIT A**  
Legal Description

**For APN/Parcel ID(s): 3231-025-026, 3231-025-027, 3231-025-028**

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF , COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1A:

LOT 23 OF TRACT NO. 12792, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 249, PAGE 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHEASTERLY 40.00 FEET THEREOF.

PARCEL 1B:

THE SOUTHWEST 20.00 FEET OF LOT 22 OF TRACT NO. 12792, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 249, PAGE 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 1C:

THE NORTHEAST 80.00 FEET OF LOT 22 OF TRACT NO. 12792, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 249, PAGE 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

▲ This page is part of your document - DO NOT DISCARD ▲



**20230833518**



Pages:  
0029

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

12/01/23 AT 08:00AM

FEES :	154.00
TAXES :	0.00
OTHER :	0.00
SB2 :	225.00
<hr/> PAID :	379.00



LEADSHEET



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SEQ:  
02

SECURE - 8:00AM



▲ THIS FORM IS NOT TO BE DUPLICATED ▲

E534011

1500-2309061 ▲

**Fidelity - Sherman Oaks**

*RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:*

**Able Investment Services LLC  
c/o ADL Property Management, Inc.  
2845 S. Westwood Bl.  
Los Angeles, CA 90064**

*1500-230906 1*

(Space Above This Line For Recorder's Use)

APN: 3231-025-028, 3231-025-026 and 3231-025-027

**DEED OF TRUST WITH  
ASSIGNMENT OF RENTS AND FIXTURE FILING**

THIS DEED OF TRUST ("Deed of Trust") is made as of November 28, 2023 by **16805 Sierra Hwy LLC**, a California limited liability company ("Trustor"), whose address is for Notice is set forth in Section 7.18 below, in favor of **Mortgage Lender Services, Inc.** ("Trustee") whose address is 11707 Fair Oaks Blvd, Suite 20, Fair Oaks CA 95628 and **Able Investment Services, LLC**, a Nevada limited liability company ("Beneficiary"), whose addresses are set forth in Paragraph 7.16 below.

**I.  
GRANT IN TRUST**

**1.1** Trustor irrevocably grants, conveys, transfers and assigns to Trustee, in trust, with power of sale and right of entry and possession, all right, title and interest which Trustor now has or may hereafter acquire in and to that certain real property (the "Subject Property") located at **16805 Sierra Highway, Canyon Country, CA 91351 (APN 3231-025-028, 3231-025-026 and 3231-025-027)** as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all easements and other rights now or hereafter located thereon or appurtenant thereto, all buildings situated on the Subject Property, together with all appurtenances and all other existing or subsequently erected improvements in, under or upon the Subject Property, all development rights or credits and air rights, all fixtures, all additions and accretions thereto, and any greater estate in the Subject Property or any part thereof now owned or hereafter acquired by Trustor. Trustor makes the foregoing grant to Trustee to hold the Subject Property in trust for the benefit of Beneficiary, and for the purpose and upon the terms and conditions hereinafter set forth.

**II.  
ASSIGNMENT OF RENTS**

**2.1** Trustor absolutely and irrevocably assigns to Beneficiary the rents, issues, deposits, and profits of the Subject Property, together with the immediate and continuing right to collect and receive the same, for the purposes and upon the term and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to produce rents from the Subject Property and said assignment shall not cause Beneficiary to be a "mortgagee in possession" for any purpose.

**III.  
FIXTURE FILING**

**3.1** This Deed of Trust encumbers, and Trustor hereby grants Beneficiary a security interest in, all personal property of any kind whatsoever, which is now or becomes a "fixture" and which is used or will be used in construction of or is or will be placed upon or is derived from or used in any connection with the use, occupancy, or enjoyment of, the Subject Property. The terms "Fixture" and "Fixtures" as used herein shall refer to all articles of personal property, furniture and furnishings which are so related to the Subject Property such that an interest arises in them under the real estate laws of the State of California. To the extent the Fixtures are encumbered by the Deed of Trust, this Deed of Trust constitutes a security agreement and is intended to create a security interest in the Fixtures in favor of Beneficiary and shall constitute a "fixture filing" in accordance with the provisions of Section 9313 of the Uniform Commercial Code in effect in the State of California. This Deed of Trust shall be self-operative with respect to the Fixtures, but Trustor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon the Fixtures.

**IV.  
OBLIGATIONS SECURED**

Trustor makes the foregoing grant and assignment for the purpose of securing the following obligations which Trustor covenants to pay and perform promptly in accordance with their terms.

**4.1** Payment to Beneficiary of all indebtedness evidenced by and arising under that certain Note Secured by Deed of Trust (the "Note"), dated as of the date hereof, payable to Beneficiary or its order, in the original principal amount of **Four Hundred Five Thousand Five Hundred and 00/100 Dollars (\$405,500.00)** which Note is incorporated herein by this reference, together with interest thereon, and any modifications, extensions or renewals thereof (including, but without limitation (i) modifications of the required principal and/or interest payment dates, deferring or accelerating said payment dates in whole or in part, and/or (ii) modifications, extensions or renewals at a different rate of interest), whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes;

**4.2** Payment to Beneficiary of all indebtedness or such further sums and/or performance of such further obligations as Trustor or the then record owner of the Subject Property may undertake to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, its successors or assigns, when said borrowings and/or obligations are evidenced by a writing or writings reciting that they are so secured;

**4.3** Performance of each agreement of Trustor herein contained or contained in the Note and/or any and all documents and instruments executed by Trustor concurrently herewith for purposes of evidencing or securing the repayment of the Note which are incorporated herein by this reference (the "Loan Documents"), and the repayment of each fee, cost and expense by Trustor as herein set forth. Any breach or default with respect to the obligations of the Trustor under the Loan Documents shall also be deemed a default by the Trustor under this Deed of Trust, and shall entitle Beneficiary, in addition to any and all rights and remedies to which Beneficiary may be otherwise entitled by law, or to which the

OTHER COSTS, ITS CONTRIBUTION FOR THE REASONABLE COST OF THE REFEREE AS AN ITEM OF RECOVERABLE COSTS. IF EITHER PARTY REFUSES TO PAY ITS SHARE OF THE COSTS OF THE PROCEEDING, AT THE TIME(S) REQUIRED, THE OTHER PARTY MAY DO SO, IN WHICH EVENT THAT PARTY WILL BE ENTITLED TO RECOVER (OR OFFSET) THE AMOUNT ADVANCED, WITH INTEREST, EVEN IF THAT PARTY IS NOT THE PREVAILING PARTY. THE REFEREE SHALL INCLUDE SUCH COSTS IN HIS JUDGMENT OR AWARD.

(e) The following matters are excluded from Reference Proceedings hereunder: (i) A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) An unlawful detainer action; (iii) The filing or enforcement of a mechanic's lien; (iv) Any matter which is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) An action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies.

(f) The filing of a court action to (x) enforce the provisions of this paragraph 7.14, regarding submission of disputes to a reference, (y) to enable the recording of a notice of pending action, (iii) for order of attachment, receivership, injunction, or (z) other provisional remedies, shall not constitute a violation of these provisions of this Agreement.

**7.15 Waiver of Jury.** WITH RESPECT TO ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS LOAN OR ANY RELATED LOAN DOCUMENT OR RELATED AGREEMENT, TRUSTOR, AND EACH OF THEM, HEREBY IRREVOCABLY WAIVE ALL RIGHTS THEY MAY HAVE TO DEMAND A JURY TRIAL, TO THE EXTENT PERMISSIBLE AT LAW. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY TRUSTOR AND EACH OF THEM AND EACH TRUSTOR ACKNOWLEDGES THAT NO PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATION OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TRUSTOR FURTHER ACKNOWLEDGES THAT THEY HAVE BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) BY INDEPENDENT LEGAL COUNSEL SELECTED OF TRUSTOR'S OWN FREE WILL IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER, AND THAT TRUSTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL OR AFTER HAVING SUCH OPPORTUNITY HAVE AFFIRMATIVELY ELECTED NOT TO DO SO. TRUSTOR, AND EACH OF THEM, FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

**7.16 Addresses for Notices to Beneficiary.**

Able Investment Services, LLC  
3753 Howard Hughes Parkway #200  
Las Vegas, NV, 89169

With a copy to:

Able Investment Services, LLC  
c/o ADL Property Management, Inc.  
2845 S. Westwood Bl.  
Los Angeles, CA 90064

**7.17 Special Cross-Default Provisions.**

(a) The Loan is secured by multiple Deeds of Trust as follows:

(i) This Deed of Trust from **16805 Sierra Hwy LLC, a California limited liability company** granting Beneficiary a security interest in that certain real property commonly referred to as 16805 Sierra Highway, Canyon Country, CA 91351 (APN 3231-025-028, 3231-025-026 and 3231-025-027) (the Property which is the subject of this Deed of Trust); and

(ii) A Deed of Trust from **JC Fox and Elizabeth Anne Fox, husband and wife as joint tenants** granting Beneficiary a security interest in that certain real property commonly referred to as 27447 Diane Marie Circle, Santa Clarita, CA 91350 (APN 2849-010-025); and

(iii) A Deed of Trust from **Robert Wayne Chadwick and Stacy Maria Chadwick, Trustees to The Robert Wayne Chadwick and Stacy Maria Chadwick AB Living Trust, dated December 13, 2014** granting Beneficiary a security interest in that certain real property commonly referred to as 28147 Rodgers Drive, Santa Clarita, CA 91350 (APN 2812-028-047)

(b) It is expressly agreed that any default of the under any other Deed of Trust provided as security for the Loan shall be an event of default under this Deed of Trust and any default hereunder shall be a Default under the other Deeds of Trust.

**7.18 Notice to Trustor.** The Address for Notice to the Trustor is:

16805 Sierra Hwy LLC  
a California limited liability company  
16805 Sierra Hwy.  
Santa Clarita, CA 91351

*(Signature(s) on Following Page)*

SIGNATURE PAGE TO  
DEED OF TRUST WITH  
ASSIGNMENT OF RENTS AND FIXTURE FILING

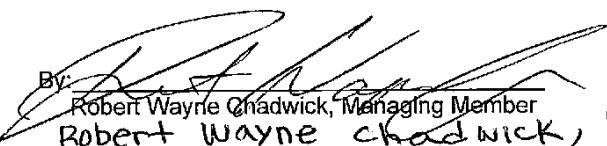
TRUSTOR:

IN WITNESS THEREOF, Trustor has executed this Deed of Trust as of the day and year set forth below.

TRUSTOR:

16805 Sierra Hwy LLC  
a California limited liability company

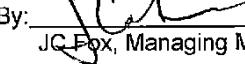
Dated: November 28, 2023

By:   
Robert Wayne Chadwick, Managing Member  
Robert Wayne Chadwick, Managing Member

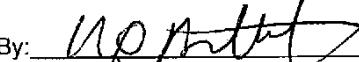
Dated: November 28, 2023

By:   
Stacy Maria Chadwick, Managing Member  
Stacy Maria Chadwick

Dated: November 28, 2023

By:   
JC Fox, Managing Member  
JC FOX

Dated: November 28, 2023

By:   
Henry Patrick Butterfield, Managing Member  
Henry Patrick Butterfield

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## ACKNOWLEDGMENT

**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.**

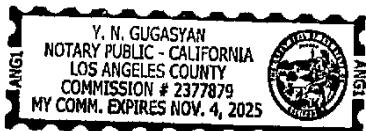
STATE OF CALIFORNIA )  
COUNTY OF Los ANGELES )  
 ) SS. )

On Nov - 28 - 2023, 2023 before me, Y.N. GUGASYAN, Notary Public, personally appeared Robert Wayne Chadwick, 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.

(S E A L)



~~Notary Public in and for said County and State~~

## ACKNOWLEDGMENT

**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.**

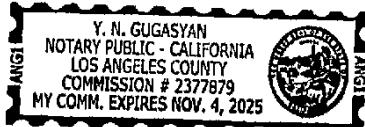
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )  
 ) SS.

On Nov - 28 - 2023, 2023 before me, Y.N. GUGASYAN, Notary Public, personally appeared Stacy Maria Chadwick, 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.

(SEAL)



~~Notary Public in and for said County and State~~

## ACKNOWLEDGMENT

**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.**

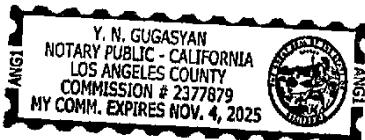
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )  
 ) SS. )

On NOV - 28 - 2023, 2023 before me, Y.W. GUBASYAN, Notary Public, personally appeared JC Fox, 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.

(S E A L)



~~Notary Public in and for said County and State~~

## ACKNOWLEDGMENT

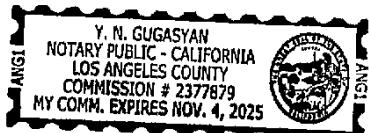
**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

On Nov - 28 - 2023, 2023 before me, Y.N. GUGASIAN, Notary Public, personally appeared Henry Patrick Butterfield, 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.

(S E A L)



~~Notary Public in and for said County and State~~

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Property Address:** 16805 Sierra Highway, Santa Clarita, CA 91351

**APN:** 3231-025-028, 3231-025-026 and 3231-025-027

Real property in the County of Los Angeles, State of California, described as follows:

**PARCEL A1: (APN 3231-025-28)**

Lot 23 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County.

EXCEPT therefrom the Northeasterly 40.00 feet thereof.

**PARCEL A2: (APN 3231-025-26)**

The Southwest 20.00 feet of Lot 22 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County.

**PARCEL A3: (APN 3231-025-27)**

The Northeast 80.00 feet of Lot 22 of Tract No. 12792, in the County of Los Angeles, State of California, as per map recorded in Book 249, Page 31 of Maps, in the Office of the County Recorder of said County

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