

EXHIBIT A

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

City of Napa
P.O. Box 660
Napa, CA 94559
Attention: Housing Manager

**EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE
SECTION 24383**

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT OF DEED OF TRUST AND RELATED LOAN DOCUMENTS

This Assignment of Deed of Trust and Related Loan Documents ("**Assignment**") by and between the Housing Authority of the City of Napa, a public corporation formed and governed by California Health and Safety Code Sections 34200, et seq. ("**Assignor**") and the City of Napa, a California charter city ("**Assignee**") (collectively, the "**Parties**") is effective on the Effective Date identified on the signature page.

RECITALS

A. On March 12, 1999, the Assignor made a rental rehabilitation deferred loan in the amount of \$200,000 ("**Loan**") from Community Development Block Grant funds to Napa Valley Community Housing, a California nonprofit corporation ("**Borrower**") for the purpose of rehabilitating the affordable housing rental project located at 120-144 Oran Court in Napa, California and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**").

B. The Loan is evidenced by that certain Promissory Note Secured by Deed of Trust dated March 12, 1999 executed by Borrower for the benefit of Assignor in the principal amount of \$200,000 ("**Note**").

C. The Note is secured by that certain Deed of Trust with Assignment of Rents dated as of March 12, 1999, executed by Borrower for the benefit of Assignor, and recorded against the Property in the Official Records of Napa County as Document Number 1999-0013958 ("**Deed of Trust**").

D. The Loan is also subject to that certain Housing Authority of the City of Napa Residential Rehabilitation Program Regulatory Agreement dated as of March 12, 1999 by and between Assignor and Borrower and recorded against the Property in the Official Records of Napa County as Document Number 1999-0013959 ("**Regulatory Agreement**"). The Deed of Trust, the Regulatory Agreement and the Note are collectively referred to herein as the "**Deed of Trust Documents**."

E. When the Deed of Trust Documents were executed they should have been between the Assignee and the Borrower rather than the Assignor and Borrower because the Loan was made from CDBG funds.

F. This error was recently brought to the Parties' attention and in order to correct the error, the Assignor desires to assign and transfer to the Assignee all its right, title and interest to and under the Deed of Trust Documents, and the Assignee desires to acquire the Assignor's rights, title and interest as aforesaid under the Deed of Trust Documents in accordance with the terms hereof.

G. The Borrower is joining in the execution of this Assignment in order to evidence its consent

EXHIBIT A

hereto and in order to agree that the Deed of Trust Documents shall be effective to secure the obligations of the Borrower to the Assignee as more fully set forth therein and herein.

NOW, THEREFORE, the City, Assignor, and Assignee, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. This Assignment incorporates by reference all terms and conditions set forth in the Deed of Trust Documents and amendments thereto, if any, unless specifically modified by this Assignment. All terms and conditions set forth in the Deed of Trust Documents or amendments thereto which are not specifically modified by this Assignment remain in full force and effect with respect to Assignee's rights and obligations.

2. ASSIGNMENT FROM ASSIGNOR TO ASSIGNEE. Pursuant to the terms of this Assignment, Assignor hereby assigns and transfers to Assignee all rights, title and interest of the Assignor in, to and under the Deed of Trust Documents and delegates all obligations pursuant to the Agreement to Assignee, and Assignee hereby accepts all the rights and obligations under the Agreement from Assignor.

3. NOTICE. All subsequent notices to Assignee will be addressed to Assignee as follows:

Housing Manager
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
lferrell@cityofnapa.org

4. ENTIRE AGREEMENT. This Assignment (including the Deed of Trust Documents; any amendments thereto; this Assignment; and any documents incorporated) constitutes the entire integrated understanding between the Parties concerning the subject matter hereof. This Assignment supersedes all prior negotiations, agreements, and understandings regarding the subject matter hereof, whether written or oral. The documents incorporated by reference into this Assignment are complementary; what is called for in one is binding as if called for in all.

5. SIGNATURES. The individuals executing this Assignment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Assignment on behalf of the respective Parties they represent. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective on the Effective Date set forth below.

ASSIGNEE:
CITY OF NAPA, a California charter city

By: _____
Steve Potter, City Manager

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

EXHIBIT A

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

ASSIGNOR:

HOUSING AUTHORITY OF THE CITY OF NAPA, a California charter city

By: _____
Steve Potter, Executive Director

ATTEST:

Tiffany Carranza, Deputy Secretary

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, Authority Counsel

The undersigned, being the Borrower referred to in the foregoing Assignment of Deed of Trust and Loan Documents, hereby acknowledges receipt and acceptance thereof and consents and agrees to the Assignment made therein and to the terms and provisions thereof to such Assignment.

NAPA VALLEY COMMUNITY HOUSING, a California nonprofit corporation

By: _____
Kathi Metro, Board Chair

By: _____
Judith Myers, Secretary/Treasurer

EXHIBIT A

CALIFORNIA ALL-PURPOSE 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 NAPA

On _____ before me, _____ (here insert name and title of the officer), 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.

Signature _____ (Seal)

EXHIBIT A

CALIFORNIA ALL-PURPOSE 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 NAPA

On _____ before me, _____ (here insert name and title of the officer), 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.

Signature _____ (Seal)

EXHIBIT A

CALIFORNIA ALL-PURPOSE 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 NAPA

On _____ before me, _____ (here insert name and title of the officer), 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.

Signature _____ (Seal)

EXHIBIT A

EXHIBIT "A"

Property

The land referred to in this policy is situated in the State of California, County of Napa, City of Napa, and is described as follows:

PARCEL ONE:

Commencing at the Southerly terminus of that course described as North 5° 02' 30" West 129.44 feet, in Deed to the State of California, recorded December 19, 1958 in Book 585 at page 65 of Official Records of Napa County; thence from a tangent that bears South 78° 23' 09" West along a curve to the left with a radius of 1000 feet, through an angle of 1° 31' 30" an arc length of 26.62 feet; thence South 76° 51' 39" West 65.20 feet; thence North 89° 37' 53" West 198.81 feet; thence South 11° 27' 30" East 102.12 feet to the Westerly prolongation of the Southerly line of that parcel of land described in the Deed to the State of California recorded September 19, 1958 in Book 580 at page 81 of Official Records of Napa County; thence along said Westerly prolongation South 89° 50' 30" East 30.31 feet to the Southwesterly corner of that parcel of land described in the Deed to the State of California, recorded September 19, 1958 in Book 580 at page 81 of Official Records of Napa County; thence along the Southerly line of last described parcel and along the Southerly line of that parcel of land described in the Deed to the State of California, recorded November 25, 1958 in Book 583 at page 643 of Official Records of Napa County, South 89° 50' 30" East 248.29 feet to the Easterly line of last described parcel; thence along last described line North 5° 02' 30" West 120.57 feet to the point of commencement.

PARCEL TWO:

Commencing on the Eastern line of the tract of land conveyed to George J. Trissel, et ux, by Deed recorded February 19, 1952 in Book 381 at page 572 of Official Records of Napa County, at the Southeastern corner of the 0.29 acre tract of land conveyed to the State of California, by Deed recorded December 19, 1958 in Book 585 at page 65 of Official Records of Napa County; thence along the Southern line of said 0.29 acre tract, from a tangent that bears South 58° 55' 42" West along a curve to the right with a radius of 350.00 feet, through an angle of 19° 27' 27" an arc distance of 113.86 feet to the Westerly line of the Trissel property above referred to; thence South 5° 02' 30" East 120.56 feet to the Southwestern corner thereof; thence South 89° 50' 30" East 114.0 feet to the Southeastern corner thereof; thence North 5° 02' 30" West 164.10 feet to the point of commencement.