

Exempt from SB2 Fee per
Gov. Code Sect 27388.1 (a)(2)(D);
No Fee CA CG 6103 & 27383

RECORDING REQUESTED BY:
County of Fresno

AND WHEN RECORDED MAIL TO:

County of Fresno
Department of Public Works and Planning
Community Development Division
2220 Tulare Street, Sixth Floor
Fresno, CA 93721
Stop #213

Loan No. AHP2048

Real Property located in the unincorporated area of
the County of Fresno, California. APNs:

053-512-02S
053-513-07S
053-513-08S
053-513-09S
053-514-01S
053-514-02S
053-516-06S
053-516-07S

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBSTITUTION OF TRUSTEE AND DEED OF FULL RECONVEYANCE

WHEREAS, Habitat for Humanity Fresno, Inc., a domestic non-profit corporation, ("Borrower"), was the original Trustor; Chicago Tile Company, a California Corporation, was the original Trustee; and the County of Fresno, a political subdivision of the State of California, ("Lender"), was the original Beneficiary, under that certain Deed of Trust and Assignment of Rents and Financing Statement for Loan No. AHP2048 ("Deed of Trust") dated September 9, 2020 and recorded September 22, 2020 as Instrument No. 2020-0129034, in Book n/a, Page n/a, Official Records of the County of Fresno, State of California; and

WHEREAS Borrower entered into a Promissory Note for Loan No. AHP2048 ("Note") with Lender for the principal amount of Four Hundred Fifty Thousand Dollars (\$ 450,000) in support of the construction of Country Meadows II ("Project"); and

WHEREAS, the Project constructed eight single-family homes for the benefit of low-income homebuyers using HOME Investment Partnerships ("HOME") program funds; and

WHEREAS, the eight constructed homes were sold to low-income homebuyers in accordance with HOME requirements; and

WHEREAS, the Borrower has transferred \$352,935.00 of the original loan, through secondary financing in the form of promissory notes and deeds of trusts to the low-income homebuyers, leaving a remainder of \$97,065.00 of the original loan from the Lender to the Borrower to be repaid; and

WHEREAS, under the terms of County Agreement No. 20-309, as amended, ("Agreement") and Note, Section 10. Waivers, the Lender may release any party liable and waive any charges due, such that the Board of Supervisors of the County of Fresno ("Board") may, at any point, choose to forgive the balance of the loan, in whole or in part; and

WHEREAS, on _____ the Board authorized the forgiveness of the remaining funds due from Borrower to Lender; and

WHEREAS, all requirements for the individual low-income homebuyers to repay their amounts owed to the County of Fresno remain in full force and effect; and

WHEREAS, all regulatory requirements tied to the land shall remain in full force and effect for both Borrower and the individual low-income homebuyers; and

WHEREAS, in consideration of satisfactory performance of the Agreement and of the Note with the face amount of \$97,065.00, the Lender hereby releases and discharges the Borrower, from any and all claims or obligations under said Note; and

WHEREAS, the undersigned present Beneficiary desires to substitute a new Trustee under said Deed of Trust in place and in lieu of Chicago Title Company, a California Corporation.

Now therefore, the undersigned hereby substitutes himself/herself/themselves as Trustee under said Deed of Trust and does hereby reconvey, without warranty, to the persons legally entitled hereto, the Estate now held by him thereunder.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers include the plural.

The Undersigned hereby accepts said appointment as trustee under the above Deed of Trust, and as Successor Trustee, and pursuant to the request of said owner and holder and in accordance with the provisions of said deed of trust, does hereby RECONVEY WITHOUT WARRANTY, TO THE PERSONS LEGALLY ENTITLED THERETO, all the estate now held by it under said Deed of Trust.

BENEFICIARY / NEW TRUSTEE

By: Steven E. White,
Director of Public Works & Planning
For: County of Fresno

Dated: 6/24/2025

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 Fresno

On _____ before me, _____, a Notary Public, personally appeared Steven E. White, 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)