

**STRAIGHT NOTE**

**DO NOT DESTROY THIS ORIGINAL NOTE**

***When paid, this original Note, together with the Deed of Trust securing it, must be surrendered to Trustee for cancellation, before reconveyance will be made.***

\$ \_\_\_\_\_

On or before, \_\_\_\_\_, for value received, I/we promise to pay to

or order, at \_\_\_\_\_,

the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), with interest from \_\_\_\_\_ at the rate of

\_\_\_\_\_ Percent (\_\_\_\_\_% ) per annum, payable Monthly, beginning on

\_\_\_\_\_ and so continuing "Monthly" until \_\_\_\_\_ at

which time the entire unpaid principal balance, together with accrued interest, shall become immediately due and payable.

**PREPAYMENT OF PRINCIPAL WITHOUT PENALTY:** Payor shall have the privilege to prepay this note in full, or in part, at anytime without penalty. Payment(s) shall first apply to interest then due and the balance to principal. Interest shall cease to accrue on any principal paid as of date of payment thereof. Interest only payments, if applicable, shall thereafter adjust accordingly.

Principal and interest payable in lawful money of the United States of America. Should default be made in payment of principal or interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this Note and after said breach, said obligation shall continue to accrue interest at the rate of \_\_\_\_\_ Percent (\_\_\_\_\_% ) per annum. If action be instituted on this Note, the undersigned promises to pay such sum as the Court may fix as attorney's fees. This Note is secured by a Deed of Trust of even date to Fidelity National Title Company, a California corporation, as Trustee.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

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