

**DO NOT DESTROY OR MISPLACE THIS ORIGINAL NOTE. STORE IN A SAFE, SECURE PLACE.** *When paid, this Note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation and reconveyance.*

## STRAIGHT NOTE

Date \_\_\_\_\_ Amount \_\_\_\_\_ Escrow # \_\_\_\_\_

For value received, \_\_\_\_\_ (Payor/Trustor)

jointly and severally promise(s) to pay to \_\_\_\_\_ (Payee/Beneficiary)

or order, at a place designated by Payee/Beneficiary, the principal sum of \$ \_\_\_\_\_

( \_\_\_\_\_ dollars)

with interest from \_\_\_\_\_ until paid at the rate of \_\_\_\_\_ percent per annum,

payable monthly, commencing \_\_\_\_\_ and continuing on the same day of

each and every month thereafter until \_\_\_\_\_ at which time the entire remaining

unpaid balance of principal and accrued interest hereunder shall become immediately due and payable.

LATE CHARGE: The Payor/Trustor agrees to pay a late charge of \_\_\_\_\_% of the monthly payment with each payment not paid within \_\_\_\_\_ days of the due date.

BALLOON PAYMENT: This Note is subject to Section 2966 of the CA Civil Code, which provides that the holder of this Note shall give written notice to the Payor/Trustor, or the successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

(Check if applicable) \_\_\_\_\_ DUE ON SALE: There is a Deed of Trust securing this Note on the property described as: \_\_\_\_\_

In the event the herein described property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed or alienated by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

USURY PROVISION: The terms of this Note are hereby expressly limited so that the amount paid or agreed to be paid to Payee/Beneficiary shall not exceed the maximum amount or rate permissible under applicable law. If, for any reason whatsoever, Payee/Beneficiary should ever receive as interest an amount which would exceed the highest lawful rate, such amount as would be excessive interest shall be applied to the reduction of the principal of the Note and not to the payment of interest.

Principal, interest, and all other sums which may become due in connection with this Note (and any Deed of Trust securing same,) shall be payable in lawful money of the United States of America. Should default be made in any payment when due, the whole sum of principal and interest shall become immediately due at the option of the holder of this note.

If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney's fees.

\_\_\_\_\_  
Payor/Trust