

● DAVIS REALTY CO. ●

818 5Th Ave., Suite 209
San Rafael, CA. 94901
(415) 457-4011 Fax 457-9055

May 9, 2003

Donna Drogas
Alameda Co. Environ. Health
1131 Harbor Bay Parkway
Alameda, CA94502

Alameda County
MAY 13 2003
Environmental Health

RE: 1723 Fruitvale Ave.
Oakland, CA

Dear Donna:

As per my conversation with Mr. Levy today, I am enclosing a copy of a first deed of trust which is all due and payable on October 2003.

The present owners are anxious to put closure to the environmental study of which you have all the necessary documents from Mr. Marc Papineau.

Mr. Levy stated that he may be able to give me a date as to when the file will be studied, due to the urgency of the note payoff.

Appreciate your giving us some priority regarding this issue.

If you have any questions, please feel free to call me.

Sincerely,


Rosalie A. Guerrini
Davis Realty Co.
Property Management

RAG
cc; JAS
Encl.

DO NOT DESTROY THIS NOTE When paid, this note and the Deed of Trust to be surrendered to the trustee with request for reconveyance.

**INSTALLMENT NOTE
(INTEREST INCLUDED)**

\$135,000.00 Pleasanton California, 10-2-2001

In installments and at the times hereinafter stated, for value received,

Jose Castellanos and Nelly Castellanos, husband and wife as joint tenants promise to pay to:

Jack Sumski and Marilyn Sumski, husband and wife as joint tenants, husband & wife, undivided one half interest, or order,
at place designated by payee

the principal sum of One Hundred Thirty Five Thousand and no/100 Dollars, with interest from October 12, 2001 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of 10 per cent, per annum.

Interest **ONLY** due in monthly installments of: One Thousand Three Hundred Seventy Five Dollars, (\$1,375.00), or more, on the 12 day of each and every month, beginning on the 12th day of November, 2001 and continuing until the 12th day of October 2003 on which date the entire principal balance with any and all accrued interest will be due and payable. **AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE.** Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

It is agreed by all parties herein that a late charge of \$82.50 will become due on each payment not received within 10 days of the payment due date herein described.

This Note is secured by a Deed of Trust which contains a **DUE ON SALE CLAUSE**

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

Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST to the Financial Title Company, a California corporation, as TRUSTEE.



Jose Castellanos



Nelly Castellanos