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Clerk of the Superior Court  
By Marc David, Deputy Clerk

**CGS3 LLP**

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The Loan Company of San Diego, L.P.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO, HALL OF JUSTICE**

THE LOAN COMPANY OF SAN DIEGO,  
L.P., a California limited partnership,

Plaintiff,

vs.

EL CAJON INVESTMENT GROUP, LLC, a  
California limited liability company,  
NINUS MALAN, an individual, SALAM  
RAZUKI, an individual, and DOES 1 - 100,  
inclusive,

Defendant.

Case No. 37-2020-00021162-CU-BC-CTL

**COMPLAINT FOR BREACH OF  
CONTRACT AND GUARANTY**

Plaintiff The Loan Company of San Diego, L.P. ("The Loan Company") hereby  
complains of Defendants El Cajon Investment Group, LLC, a California limited liability  
company, Ninus Malan, an individual, Salam Razuki, an individual, and Does 1 - 100 as  
follows:

**INTRODUCTION**

1. Plaintiff The Loan Company is the holder of a promissory note secured, in  
part, by personal guaranties from the principals of the debtor. The debtor has failed to pay  
the promissory note when due, and the guarantors have failed to fulfill their guaranties.

1 The Loan Company brings this action to enforce its promissory note and enforce  
2 accompanying personal guaranties.

3 **PARTIES**

4 2. Plaintiff The Loan Company of San Diego, L.P. is a California Limited  
5 Partnership which has at all relevant times been duly licensed to do business in California.

6 3. Defendant El Cajon Investment Group, LLC ("ECIG") is a California Limited  
7 Liability Company which does business in, and is located in, San Diego County, California.

8 4. Defendant Ninus Malan ("Malan") is an individual who resides in San Diego  
9 County, California. He is believed to be one of the principals of ECIG.

10 5. Defendant Salam Razuki ("Razuki") is an individual who resides in San Diego  
11 County, California. He is believed to be one of the principals of ECIG. Collectively, Malan  
12 and Razuki are referred to as the "Guarantors" in this complaint.

13 6. Plaintiff is informed and believes, and on that basis alleges, that Defendants  
14 named herein as DOES 1 through 100, inclusive, and each of them, were individuals, sole  
15 proprietors, partnerships, registered professions, corporations or other legal entities  
16 licensed to conduct and conducting business in the County of San Diego, State of California.  
17 Plaintiff is presently unaware of the true names and capacities of such Defendants and will  
18 seek leave of court to allege their true names and capacities when the same have been  
19 ascertained. Plaintiff is further informed, believes, and on that basis, alleges that each of  
20 such defendants is, in some manner, legally responsible for the acts and omissions alleged  
21 herein and actually and proximately caused and contributed to the various damages  
22 referred to herein.

23 **VENUE**

24 7. Venue is proper in San Diego County, California because one or more of the  
25 defendants in the action are residents of San Diego County or do business in San Diego  
26 County.

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**FACTS COMMON TO ALL COUNTS**

8. On January 20, 2015, The Loan Company loaned Mr. Cole A. Fry the sum of \$700,000. The loan was evidenced by a promissory note (the "Fry Note" a true and correct copy of which is attached **Exhibit 1**). The Fry Note was secured by three deeds of trust (collectively, these are referred to as the "Deeds of Trust" in this complaint).

9. On December 20, 2015, The Loan Company sold the Fry Note to El Cajon Investment Company, LLC ("ECIG"). It also conveyed the Deeds of Trust to ECIG. ECIG as debtor executed a promissory note to The Loan Company for the sales price (the "ECIG Note"). True and correct copies of the ECIG Note, and the documents evidencing the sale of the Fry Note to ECIG are attached as **Exhibits 2 and 3**, respectively.

10. To secure its performance of its obligations under the ECIG Note, ECIG pledged to The Loan Company the original Fry Note, as well as the Deeds of Trust. An additional property located 7335 Prairie Mound Way, San Diego, CA 92139-1310 was also pledged by Milan but later re-conveyed. The allonge to the Fry Note expressly sets forth this security interest, and a true and correct copy of that allonge is attached as **Exhibit 4**.

11. In addition to the pledge of the Fry Note and the Deeds of Trust, The Loan Company received personal guaranties of ECIG's obligations from Malan and Razuki. True and correct copies of these guaranties are attached to this Complaint as **Exhibits 5 and 6**.

12. The transfer of the Deeds of Trust from The Loan Company to ECIG and then back from ECIG to The Loan Company as security were recorded with the San Diego Recorder. Copies of the collateral assignments from ECIG to The Loan Company are attached as **Exhibits 7, 8 and 9**.

13. Pursuant to the allonge and to the collateral assignments of the deed of trust, The Loan Company was the holder of the Fry Note from and after December 2015 through today.

14. In July 2017, Mr. Fry claims to have paid off the Fry Note by making a payment to ECIG. If this payment occurred, The Loan Company received no funds from the transaction, even though it was the holder of the Fry Note and the related security.

15. The entire amount of interest and principal on the ECIG Note was due and payable on February 1, 2019. ECIG breached its obligations under the ECIG Note, and failed to pay any amounts due under the ECIG Note to The Loan Company. The Loan Company has demanded that ECIG perform under the ECIG Note, but ECIG has refused to perform under the ECIG Note. The Loan Company has demanded that the Guarantors perform under the guaranties. Despite the likelihood that Mr. Fry made the payment to ECIG, neither ECIG nor the Guarantors have made any payments to The Loan Company.

**FIRST CAUSE OF ACTION**

## Breach of Contract

**(Against ECIG)**

16. Plaintiff hereby realleges and incorporates the allegations of Paragraphs 1 through 15, inclusive, as though fully set forth herein.

17. The ECIG Note is, and remains, a valid promissory note which obligates ECIG to pay the principal amount (and all additional penalties, interest and fees) to the holder of the ECIG Note.

18. The Loan Company is the holder of the ECIG Note, and it, and any other owners of any interest in the ECIG Note, have performed all of their obligations under the ECIG Note, including providing the initial funding of the principal amount of the ECIG Note to ECIG.

19. There remains due on the ECIG Note, as of April 1, 2020, the balance of \$788,388.01, including interest and principal. This amount is due and payable to The Loan Company. The ECIG Note became due and payable on February 1, 2019.

20. The Loan Company demanded payment of the ECIG Note from ECIG. ECIG has refused to pay the amounts due on the ECIG Note.

21. By failing to pay the ECIG Note on demand, after the amounts due under the ECIG Note have become due and owing, ECIG breached his obligations under the ECIG Note.

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1           22.     The Loan Company has been damaged by ECIG's failure to pay the ECIG  
2 Note, in an amount to be proven at trial.

3                                   **SECOND CAUSE OF ACTION**

4                                   **Breach of Guaranty Contract**

5                                   **(Against Malan)**

6           23.     Plaintiff hereby realleges and incorporates the allegations of Paragraphs 1  
7 through 22, inclusive, as though fully set forth herein.

8           24.     The guaranty executed by Malan is a valid and enforceable contract. The  
9 Loan Company has performed all of the obligations required of it under the guaranty.

10          25.     ECIG has breached its obligations under the ECIG Note, and the guaranty  
11 executed by Malan has therefore been triggered.

12          26.     The Loan Company has demanded that Malan perform his obligations under  
13 the guaranty. He has refused to do so. By refusing to honor his obligations under the  
14 guaranty that he executed, Malan has breached the guaranty contract.

15          27.     The Loan Company has been damaged by Malan's breach of contract in an  
16 amount to be proven at trial.

17                                   **THIRD CAUSE OF ACTION**

18                                   **Breach of Guaranty Contract**

19                                   **(Against Razuki)**

20          28.     Plaintiff hereby realleges and incorporates the allegations of Paragraphs 1  
21 through 27, inclusive, as though fully set forth herein.

22          29.     The guaranty executed by Razuki is a valid and enforceable contract. The  
23 Loan Company has performed all of the obligations required of it under the guaranty.

24          30.     ECIG has breached its obligations under the ECIG Note, and the guaranty  
25 executed by Razuki has therefore been triggered.

26          31.     The Loan Company has demanded that Razuki perform his obligations under  
27 the guaranty. He has refused to do so. By refusing to honor his obligations under the  
28 guaranty that he executed, Razuki has breached the guaranty contract.

32. The Loan Company has been damaged by Razuki's breach of contract in an amount to be proven at trial.

#### FOURTH CAUSE OF ACTION

## Conversion

**(Against ECIG, Malan, and Razuki)**

33. Plaintiff hereby realleges and incorporates the allegations of Paragraphs 1 through 32, inclusive, as though fully set forth herein.

34. In the event that Mr. Fry paid to ECIG sums that purportedly paid off the Fry Note, such sum is a specifically identifiable sum of money that ECIG was required to pay over to The Loan Company.

35. By accepting the payoff sum from Mr. Fry, and not paying off the ECIG Note concurrently, ECIG wrongfully exercised control over the specifically identifiable sum that is the property of The Loan Company.

36. ECIG intentionally and substantially interfered with The Loan Company's property taking possession of the identifiable sum and refusing to return the sum after The Loan Company demanded its return.

37. The Loan Company was unaware of ECIG's wrongful conversion of the sum, and therefore did not consent to ECIG's retention of the sum.

38. The Loan Company has been harmed by ECIG's conversion of the sum.

39. ECIG, Malan, and Razuki's conduct in converting the fund was done intentionally and they acted with malice, oppression or fraud. The purpose of their actions was to fraudulently and inappropriately deprive The Loan Company of its security and to convert money that belonged to The Loan Company to ensure that they would not be required to repay The Loan Company.

WHEREFORE, plaintiff The Loan Company requests that judgment be entered in its favor and against the defendants as follows:

A. Money damages in an amount to be proven at trial as to all causes of action save the Fifth Cause of Action.

- 1 B. Attorneys' fees as to the First, Second, and Third Causes of Action;  
2 C. Fees and costs as to all causes of action;  
3 D. Punitive damages as to defendants ECIG, Malan, and Razuki as to the Fourth  
4 cause of action; and  
5 E. A writ of attachment as to defendants ECIG, Malan, and Razuki.  
6

7 Dated: June 19, 2020

CGS3, LLP

8  
9 By: 

10 Gregory Markow

11 Sean M. Gaffney

12 Jamie Altman Buggy

13 Attorneys for Plaintiff The Loan Company of  
14 San Diego, L.P.  
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# EXHIBIT 1

**PROMISSORY NOTE  
ADJUSTABLE INTEREST RATE  
SECURED BY DEED OF TRUST**

\$700,000.00

San Diego, California

January 20, 2015

1. **Obligation.** COLE O. FRY ("Maker"), for value received, hereby promises to pay to THE LOAN COMPANY OF SAN DIEGO, a California Limited Partnership ("Holder"), or order, at 2356 Moore Street, Suite 201, San Diego, California, or at such other place as the Holder hereof may in writing direct, the principal amount of Seven Hundred Thousand Dollars And No Cents (\$700,000.00).

2. **Interest Rate.**

2.1. **Initial Interest Rate.** Maker further promises to pay to the Holder hereof interest on the outstanding principal balance of this Note from [date of funding] \_\_\_\_\_ (the "Effective Date") at the rate of EIGHT (8) percent per annum until paid in full.

2.2. **Interest Rate Adjustment.** On February 1, 2016 and semi-annually thereafter, the interest rate provided in Paragraph 2.1 above will be adjusted to 4.5 percentage points over the Eleventh District Cost of Funds. Any adjustment will be rounded up to the next eighth point; however, the rate shall not be adjusted below 8 percent or above 15 percent. The monthly installment amount provided in Paragraph 3.1 will be adjusted to provide for continuing the original principal amortization term of THIRTY years.

3. **Payment Schedule.**

3.1. **Principal and Interest.** Maker promises to pay principal and accrued interest, in equal monthly installments of Five Thousand One Hundred Thirty Six Dollars And Thirty Six Cents (\$5,136.36), on the first day of each calendar month, commencing with the first month following the Effective Date and continuing monthly thereafter until \_\_\_\_\_ (THREE years from Effective Date), at which time the entire balance of principal and unpaid interest is due. Should the payment of principal and interest not be paid when due, the interest shall thereafter bear interest at the same rate as principal bears interest. The interest rate set forth in Paragraph 2 above, and the compounding of interest set forth in this Paragraph 3.1 shall continue in the event of breach.

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3.2. Prepayment. Privilege is reserved of making additional payments not exceeding twenty (20%) percent of the then unpaid balance of this Note in any 12-month period WITHOUT penalty, and of making payments in excess of twenty (20%) percent upon payment of an amount equal to ZERO months interest on the amount so prepaid. In any event, this prepayment penalty shall not exceed the interest due through the term of this Note. Maker agrees to pay said prepayment fee to the extent permitted by applicable law notwithstanding that Holder has declared all sums immediately due pursuant to the Acceleration Clause contained in this Note or Maker's other default under this Note or the Trust Deed securing this Note.

4. Default. At the option of the Holder hereof, this Note shall be immediately due and payable, without notice or demand, upon the occurrence at any time of any of the following events of default:

4.1. Default in the payment of principal or interest due hereunder, and such default continues for a period of ten (10) days after the due date thereof, or failure in the performance or observance of any of the terms or conditions of any deed of trust, security agreement or other agreement or instrument securing or pertaining to this Note;

4.2. The liquidation or dissolution of any party liable for the payment of this Note;

4.3. The making of an assignment for the benefit of creditors by any party liable for the payment of this Note, whether as a maker, endorser, guarantor, surety or otherwise, or the appointment of a receiver for all or substantially all of any such party's property or the filing by any such party of a petition in bankruptcy or other similar proceeding under law for the relief of debtors; or,

4.4. The filing against any party liable for the payment of this Note, whether as a maker, endorser, guarantor, surety or otherwise, of a petition in bankruptcy or other similar proceeding under law for relief of debtors, and such petition is not vacated or discharged within sixty (60) days after the filing thereof; or,

4.5. The occurrence of any event which would constitute a default under (i) any other liability or obligation of Maker to the Holder, (ii) any liability or obligation of any endorser or guarantor of this Note to the Holder, or (iii) the occurrence of any event which would constitute a default under any other liability of Maker to the holder of a security interest superior

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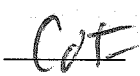
to the security interest securing this Note.

5. **Acceleration Clause.** Holder may, at Holder's option, declare immediately due and payable all sums due under this Note and the Deed of Trust securing this Note on the sale or transfer, without Holder's prior written consent, of all or any part of the Real Property which is the subject of the Deed of Trust securing this Note, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years; lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If the Maker is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Maker.

Holder may declare all sums due if Maker has made any material misrepresentations or failed to disclose any material facts in order to induce Holder to enter into the loan transaction evidenced by this Promissory Note.

6. **Late Payment Charge.** If Holder fails to receive any payment due hereunder within ten (10) days after the date the payment is due and payable, a late charge to compensate Holder for damages Holder will suffer as a result shall be immediately due and payable. Maker recognizes that a default by Maker in making the payments agreed to be paid when due will result in Holder incurring additional expenses in servicing the loan, including, but not limited to, sending out notices of delinquency, computing interest, and segregating the delinquent sums from not-delinquent sums on all accounting, loan and data processing records, in loss to Holder of the use of the money due, and in frustration to Holder in meeting its other financial commitments. Maker agrees that if for any reason Maker fails to pay any amounts due under this Note so that Holder fail to receive such payments within ten (10) days after the same are due and payable, Holder shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Maker therefore agrees that a sum equal to \$.10 for each \$1.00 of each payment that is not paid ten (10) days after its due date, is a reasonable estimate of the fair average compensation for the loss and damages Holder will suffer, that such amount shall be presumed to be the amount of damages sustained by Holder in such case, and that Maker agrees to pay Holder this sum on demand.

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7. **Additional Interest Charge.** While any default exists in the making of any payments required hereunder or in the performance or observance of any of the covenants or agreements of this Note or of any instruments now or hereafter evidencing or securing the indebtedness hereby, Maker further promises to pay, on each monthly installment date, additional interest on the principal balance of this Note then outstanding at a rate equal to four (4%) percent per annum. Said interest shall be in addition to all other interest or other charges due hereunder. Such additional interest shall be paid until reinstatement or completion of foreclosure, and any such additional interest which has accrued shall be paid at the time of and as a condition precedent to the curing of any default.

8. **Advances.**

8.1 **Advances.** Advances made to protect the security for this Note, including but not limited to, principal, interest, late fees, costs of collection of a superior note, taxes and insurance, shall bear interest at the same rate as principal bears interest, from the date of such advances until paid in full. Said interest shall be compounded monthly.

8.2 **Broker's Commission on Advances.** In the event any advances are made to protect the security for this Note, Maker promises to pay to The Loan Company of San Diego, a commission equal to ten (10) points on any advances so made. Said points will be deducted at the time of such advance(s).

9. **Costs of Collection.** If Holder institutes any suit or action to enforce any of the terms of this Note or the Deed of Trust, Holder shall be entitled to recover such sums as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Holder which, in Holder's opinion are necessary at any time for the protection of its/their interests or the enforcement of its/their rights, shall become a part of the indebtedness payable on demand and shall bear interest at the rate of eighteen percent (18%) per annum (not to exceed the maximum permitted by law) from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Holder's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyor's reports, appraisal fees, title insurance, and fees for the Trustee, to the extent

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permitted by applicable law. Maker also will pay any court costs, in addition to all other sums provided by law. In addition to the foregoing, Holder shall be entitled to attorneys' fees incurred in a post-judgment proceeding to enforce any judgment in connection with this Note or the Deed of Trust. This provision is separate and severable and shall survive the merger of this provision in any judgment.

10. **Waiver.** Presentment, demand, protest, notices of protest, dishonor and non-payment of this Note and all notices of every kind are hereby waived. No single or partial exercise of, or forbearance from exercising, any power hereunder or under any deed of trust, or security agreement or other agreement or instrument securing or pertaining to this Note shall preclude other or further exercises thereof or the exercise of any other power. The holder hereof shall at all times have the right to proceed against any portion of the security held herefor in such order and in such manner as the holder may determine in its sole discretion, without waiving any rights with respect to any other security. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. The release of any party liable on this Note shall not operate to release any other party liable hereon.

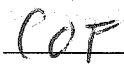
11. **Joint and Several Liability.** If Maker consists of more than one person or entity, the liability of each such person or entity signing this Note shall be joint and several.

12. **California Law.** This Note is made in the State of California and shall be governed by and construed and enforced in accordance with the laws of the State of California.

13. **Judicial Arbitration.** In the event of a dispute as between the parties to this agreement, the matter shall be submitted to the jurisdiction of the San Diego Superior Court (Central Division), San Diego, California. The parties to this agreement further waive a trial by jury, and agree to binding judicial arbitration by an active or retired judge or other appropriate arbitrator selected and appointed by the judge of the San Diego Superior Court to whom the matter is assigned upon the filing of a lawsuit.

14. **Maximum Rate.** All agreements which either are now or which shall become agreements between Maker and each holder hereof are expressly limited so that in no contingency or event whatever, whether by reason of deferment or advancement of the indebtedness represented by this Note, acceleration of the maturity date of this Note or otherwise, shall the amount paid or agreed to be paid to either holder hereof for the use,

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forbearance or detention of the indebtedness evidenced hereby exceed the maximum amount of interest permissible under the applicable law. If, from any circumstance whatsoever, fulfillment of any provision hereof or of any other agreement between Maker and either holder hereof, at the time performance of such provision shall be due, shall involve exceeding the maximum limit as prescribed by law, then, by that very fact, the obligation to be fulfilled shall be reduced so as not to exceed said limit.

15. **Use of Proceeds.** Maker represents and warrants to the Holder of this Note that the proceeds of the loan evidenced by this Note shall be used for business, commercial investment, or other similar purposes, and that no portion of the proceeds will be used for personal, family or household purposes.

16. **Authority.** The undersigned individuals signing this Note represent and warrant that the undersigned individuals are duly authorized and empowered to execute and deliver this Note on behalf of Maker.

17. **Loan Not Usurious.** Maker acknowledges that this loan is made or arranged by a California licensed real estate broker, and, therefore, this loan is exempt by California Civil Code Section 1916.1 from the state's usury laws.

18. **Additional Security.** This Note is secured by a Deed of Trust on property commonly known as 5230-5234 Landis Street, San Diego, CA 92105-3228 (primary security) and by a Deed of Trust on property commonly known as 4126 Menlo Avenue, San Diego, CA 92105-1862 and by a Deed of Trust on property commonly known as 1829 "K Avenue, National City, CA 91950-5938.

"MAKER"

By: \_\_\_\_\_

COLE O. FRY

JPL \_\_\_\_\_

# EXHIBIT 2

**PROMISSORY NOTE  
ADJUSTABLE INTEREST RATE  
SECURED BY DEED OF TRUST**

\$697,000.00

San Diego, California

December 23, 2015

1. **Obligation.** EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Maker"), for value received, hereby promises to pay to THE LOAN COMPANY OF SAN DIEGO, a California Limited Partnership ("Holder"), or order, at 2356 Moore Street, Suite 201, San Diego, California, or at such other place as the Holder hereof may in writing direct, the principal amount of Six Hundred Ninety Seven Thousand Dollars And No Cents (\$697,000.00).

2. **Interest Rate.**

2.1. **Initial Interest Rate.** Maker further promises to pay to the Holder hereof interest on the outstanding principal balance of this Note from [date of funding] 1-14-16 (the "Effective Date") at the rate of EIGHT (8) percent per annum until paid in full.

2.2. **Interest Rate Adjustment.** On February 1, 2017 and semi-annually thereafter, the interest rate provided in Paragraph 2.1 above will be adjusted to 4.5 percentage points over the Eleventh District Cost of Funds. Any adjustment will be rounded up to the next eighth point; however, the rate shall not be adjusted below 8 percent or above 15 percent. The monthly installment amount provided in Paragraph 3.1 will be adjusted to provide for continuing the original principal amortization term of THIRTY years.

3. **Payment Schedule.**

3.1. **Principal and Interest.** Maker promises to pay accrued interest only for 12 months, in equal monthly installments of Four Thousand Six Hundred Forty Six Dollars And Sixty Seven Cents (\$4,646.67), on the first day of each calendar month, commencing with the first month following the Effective Date. Thereafter, this loan will convert to an Amortized loan with a 30 year amortization and continue thereafter until 2-1-2019 (THREE years from Effective Date), at which time the entire balance of principal and unpaid interest is due. Should the payment of principal and interest not be paid when due, the interest shall thereafter bear interest at the same rate as principal bears interest. The interest rate set forth in Paragraph 2 above, and the compounding of interest set forth in this Paragraph 3.1 shall continue in the event of breach.

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3.2. Prepayment. Privilege is reserved of making additional payments not exceeding twenty (20%) percent of the then unpaid balance of this Note in any 12-month period WITHOUT penalty, and of making payments in excess of twenty (20%) percent upon payment of an amount equal to ZERO months interest on the amount so prepaid. In any event, this prepayment penalty shall not exceed the interest due through the term of this Note. Maker agrees to pay said prepayment fee to the extent permitted by applicable law notwithstanding that Holder has declared all sums immediately due pursuant to the Acceleration Clause contained in this Note or Maker's other default under this Note or the Trust Deed securing this Note.

4. Default. At the option of the Holder hereof, this Note shall be immediately due and payable, without notice or demand, upon the occurrence at any time of any of the following events of default:

4.1. Default in the payment of principal or interest due hereunder, and such default continues for a period of ten (10) days after the due date thereof, or failure in the performance or observance of any of the terms or conditions of any deed of trust, security agreement or other agreement or instrument securing or pertaining to this Note;


4.2. The liquidation or dissolution of any party liable for the payment of this Note;

4.3. The making of an assignment for the benefit of creditors by any party liable for the payment of this Note, whether as a maker, endorser, guarantor, surety or otherwise, or the appointment of a receiver for all or substantially all of any such party's property or the filing by any such party of a petition in bankruptcy or other similar proceeding under law for the relief of debtors; or,

4.4. The filing against any party liable for the payment of this Note, whether as a maker, endorser, guarantor, surety or otherwise, of a petition in bankruptcy or other similar proceeding under law for relief of debtors, and such petition is not vacated or discharged within sixty (60) days after the filing thereof; or,

4.5. The occurrence of any event which would constitute a default under (i) any other liability or obligation of Maker to the Holder, (ii) any liability or obligation of any endorser or guarantor of this Note to the Holder, or (iii) the occurrence of any event which would constitute a default under any other liability of Maker to the holder of a security interest superior

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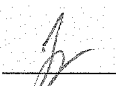
to the security interest securing this Note.

5. **Acceleration Clause.** Holder may, at Holder's option, declare immediately due and payable all sums due under this Note and the Deed of Trust securing this Note on the sale or transfer, without Holder's prior written consent, of all or any part of the Real Property which is the subject of the Deed of Trust securing this Note, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years; lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If the Maker is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Maker.

Holder may declare all sums due if Maker has made any material misrepresentations or failed to disclose any material facts in order to induce Holder to enter into the loan transaction evidenced by this Promissory Note.

6. **Late Payment Charge.** If Holder fails to receive any payment due hereunder within ten (10) days after the date the payment is due and payable, a late charge to compensate Holder for damages Holder will suffer as a result shall be immediately due and payable. Maker recognizes that a default by Maker in making the payments agreed to be paid when due will result in Holder incurring additional expenses in servicing the loan, including, but not limited to, sending out notices of delinquency, computing interest, and segregating the delinquent sums from not-delinquent sums on all accounting, loan and data processing records, in loss to Holder of the use of the money due, and in frustration to Holder in meeting its other financial commitments. Maker agrees that if for any reason Maker fails to pay any amounts due under this Note so that Holder fail to receive such payments within ten (10) days after the same are due and payable, Holder shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Maker therefore agrees that a sum equal to \$.10 for each \$1.00 of each payment that is not paid ten (10) days after its due date, is a reasonable estimate of the fair average compensation for the loss and damages Holder will suffer, that such amount shall be presumed to be the amount of damages sustained by Holder in such case, and that Maker agrees to pay Holder this sum on demand.

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7. **Additional Interest Charge.** While any default exists in the making of any payments required hereunder or in the performance or observance of any of the covenants or agreements of this Note or of any instruments now or hereafter evidencing or securing the indebtedness hereby, Maker further promises to pay, on each monthly installment date, additional interest on the principal balance of this Note then outstanding at a rate equal to four (4%) percent per annum. Said interest shall be in addition to all other interest or other charges due hereunder. Such additional interest shall be paid until reinstatement or completion of foreclosure, and any such additional interest which has accrued shall be paid at the time of and as a condition precedent to the curing of any default.

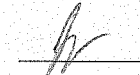
8. **Advances.**

8.1 **Advances.** Advances made to protect the security for this Note, including but not limited to, principal, interest, late fees, costs of collection of a superior note, taxes and insurance, shall bear interest at the same rate as principal bears interest, from the date of such advances until paid in full. Said interest shall be compounded monthly.

8.2 **Broker's Commission on Advances.** In the event any advances are made to protect the security for this Note, Maker promises to pay to The Loan Company of San Diego, a commission equal to ten (10) points on any advances so made. Said points will be deducted at the time of such advance(s).

9. **Costs of Collection.** If Holder institutes any suit or action to enforce any of the terms of this Note or the Deed of Trust, Holder shall be entitled to recover such sums as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Holder which, in Holder's opinion are necessary at any time for the protection of its/their interests or the enforcement of its/their rights, shall become a part of the indebtedness payable on demand and shall bear interest at the rate of eighteen percent (18%) per annum (not to exceed the maximum permitted by law) from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Holder's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyor's reports, appraisal fees, title insurance, and fees for the Trustee, to the extent

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permitted by applicable law. Maker also will pay any court costs, in addition to all other sums provided by law. In addition to the foregoing, Holder shall be entitled to attorneys' fees incurred in a post-judgment proceeding to enforce any judgment in connection with this Note or the Deed of Trust. This provision is separate and severable and shall survive the merger of this provision in any judgment.

10. **Waiver.** Presentment, demand, protest, notices of protest, dishonor and non-payment of this Note and all notices of every kind are hereby waived. No single or partial exercise of, or forbearance from exercising, any power hereunder or under any deed of trust, or security agreement or other agreement or instrument securing or pertaining to this Note shall preclude other or further exercises thereof or the exercise of any other power. The holder hereof shall at all times have the right to proceed against any portion of the security held herefor in such order and in such manner as the holder may determine in its sole discretion, without waiving any rights with respect to any other security. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. The release of any party liable on this Note shall not operate to release any other party liable hereon.

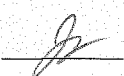
11. **Joint and Several Liability.** If Maker consists of more than one person or entity, the liability of each such person or entity signing this Note shall be joint and several.

12. **California Law.** This Note is made in the State of California and shall be governed by and construed and enforced in accordance with the laws of the State of California.

13. **Judicial Arbitration.** In the event of a dispute as between the parties to this agreement, the matter shall be submitted to the jurisdiction of the San Diego Superior Court (Central Division), San Diego, California. The parties to this agreement further waive a trial by jury, and agree to binding judicial arbitration by an active or retired judge or other appropriate arbitrator selected and appointed by the judge of the San Diego Superior Court to whom the matter is assigned upon the filing of a lawsuit.

14. **Maximum Rate.** All agreements which either are now or which shall become agreements between Maker and each holder hereof are expressly limited so that in no contingency or event whatever, whether by reason of deferment or advancement of the indebtedness represented by this Note, acceleration of the maturity date of this Note or otherwise, shall the amount paid or agreed to be paid to either holder hereof for the use,

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forbearance or detention of the indebtedness evidenced hereby exceed the maximum amount of interest permissible under the applicable law. If, from any circumstance whatsoever, fulfillment of any provision hereof or of any other agreement between Maker and either holder hereof, at the time performance of such provision shall be due, shall involve exceeding the maximum limit as prescribed by law, then, by that very fact, the obligation to be fulfilled shall be reduced so as not to exceed said limit.

15. **Use of Proceeds.** Maker represents and warrants to the Holder of this Note that the proceeds of the loan evidenced by this Note shall be used for business, commercial investment, or other similar purposes, and that no portion of the proceeds will be used for personal, family or household purposes.

16. **Authority.** The undersigned individuals signing this Note represent and warrant that the undersigned individuals are duly authorized and empowered to execute and deliver this Note on behalf of Maker.

17. **Loan Not Usurious.** Maker acknowledges that this loan is made or arranged by a California licensed real estate broker, and, therefore, this loan is exempt by California Civil Code Section 1916.1 from the state's usury laws.

18. **Additional Security.** This Note is secured by Collateral Assignment(s) of Deed(s) of Trust on property(s) commonly known as 5230-5234 Landis Street, San Diego, CA 92105-3228, 4126 Menlo Avenue, San Diego, CA 92105-1862 and 1829 "K" Avenue, National City, CA 91950-5938 (primary security) and by a Deed of Trust on property commonly known as 7335 Prairie Mound Way, San Diego, CA 92139-1310.

"MAKER"

EL CAJON INVESTMENT GROUP, LLC, A  
CALIFORNIA LIMITED LIABILITY COMPANY

By: 

SALAM RAZUKI, MANAGER

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# EXHIBIT 3

## **LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Loan Assignment and Assumption Agreement ("Agreement") is dated as of December 23, 2015 for reference purposes and is entered into by and between THE LOAN COMPANY OF SAN DIEGO, a California Limited Partnership ("Assignor"), EL CAJON INVESTMENT GROUP, LLC, a California Limited Liability Company, or assignee ("Assignee"), SALAM RAZUKI, an individual ("Salam"), and NINUS MALAN, an individual ("Ninus").

### **RECITALS**

- A.** Assignor is the holder of a Promissory Note ("Note") in the original principal amount of Seven Hundred Thousand Dollars 00/00 (\$700,000.00) dated 01/20/2015 executed by COLE O. FRY (hereinafter referred to as "Borrower"). The Note, executed in connection with other loan documentation, was designated by Assignor as Loan Number #1010 ("Loan"). The Loan Documents executed or authorized by Borrower in connection with the Loan ("Loan Documents") include, but are not limited to, the following:
1. Promissory Note dated as of 01/20/2015 in the original principal amount of Seven Hundred Thousand Dollars and 00/00, (\$700,000.00);
  2. A Deed of Trust encumbering certain real property located at 5230-5234 Landis Street, San Diego, CA 92105-3228 dated 01/20/2015 and recorded 01/30/2015 as document number 2015-0043396 in the County Recorder's Office of San Diego County, given to secure the obligations of Borrower under the Note;
  3. A Deed of Trust encumbering certain real property located at 4126 Menlo Avenue, San Diego, CA 92105-1862 dated 01/20/2015 and recorded 01/30/2015 as document number 2015-0043397 in the County Recorder's Office of San Diego County, given to secure the obligations of Borrower under the Note;
  4. A Deed of Trust encumbering certain real property located at 1829 "K" Avenue, National City, CA 91950-5938 dated 01/20/2015 and recorded 01/30/2015 as document number 2015-0043398 in the County Recorder's Office of San Diego County, given to secure the obligations of Borrower under the Note;
- B.** Assignee desires to obtain an assignment of the Loan Documents from the Assignor and Assignor desires to assign the Loan Documents and all rights thereunder to the Assignee on the terms and subject to the conditions set forth herein.
- C.** Borrower has a balance of \$2,020.87 in an impound account for Property Taxes, as of 12/22/2015. No further impounds will be collected. A check will be mailed to the Borrower (Cole O. Fry) within 30 days of the close of escrow to refund the impound account.

# LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

### I. Definitions.

1. All capitalized terms used herein that are not defined herein shall have the meaning set forth in the Loan Documents. If there is a conflict in definitions, the definition in the Loan Documents shall govern.
2. The term "Real Property" shall mean both the personal and real property more fully described in the Deeds of Trust described above in Recital A, items 2-4 herein (each, a "Deed of Trust" and collectively, the "Deeds of Trust").

### II. Agreement to Assign and Assume.

1. Except as otherwise referred to or agreed herein, Assignor agrees to assign, and Assignee agrees to assume, the Loan Documents on an "AS IS, WHERE IS" basis, "WITH ALL FAULTS" and without representations, express or implied, of any type, kind, character or nature (including, without limitation, merchantability or fitness for a particular purpose), and without warranties, express or implied, of any type, kind, character or nature (including, without limitation, merchantability or fitness for a particular purpose), without recourse of any nature to Assignor. Without limiting the foregoing, it is expressly acknowledged by Assignee that Assignor has made no warranty or representation as to the legality, validity, assignability or enforceability of any of the Loan Documents, the collectibility of the Loan or the financial condition of the Borrower, the validity or condition of title to any of the Real Property or collateral described in the Loan Documents, or the perfection or priority of any lien or security interest purported to be created by the Loan Documents.

### III. Consideration for Assigned Rights and Obligations.

1. Assignment Price. As consideration for the transfers and assignments hereunder by Assignor, Assignee shall tender to the Assignor the sum of Six Hundred ninety seven thousand dollars and 00/100 Dollars (\$697,000.00) (the "Assignment Price"), by not later than December 31, 2015, or such later date as shall be agreed to in writing by the parties (the "Closing Date"). The Assignment Price shall be payable in full in good funds by delivery to Assignor on or before the Closing Date.

### IV. Representations.

1. Assignee. Assignee hereby represents, warrants and covenants as of the date hereof and as of the Closing Date, that:

## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

- (a) Assignee is legally authorized to enter into this Agreement and the party executing this Agreement has full authority to execute this Agreement on behalf of the Assignee and upon his/her execution of this Agreement shall be legal, valid and binding.
- (b) All of the obligations of Assignee hereunder are legal, valid and binding obligations of Assignee, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).
- (c) The execution and delivery of this Agreement and the performance of its obligations hereunder by Assignee will not conflict with any provision of any law or regulation to which Assignee is subject to conflict with or result in a breach of or constitute a default of any of the terms, conditions or provisions of any agreement or instrument to which Assignee is a party or by which Assignee is bound or any order or decree applicable to Assignee.
- (d) Assignee is not required to obtain the consent of any other party or any consent, license, approval or authorization from, or registration or declaration with, any governmental authority, bureau or agency in connection with Assignee's execution, delivery or performance of this Agreement, except such as have been obtained.
- (e) The decision of Assignee to obtain an assignment of the Loan Documents and to assume Assignor's rights and obligations thereunder pursuant to this Agreement is and was based upon Assignee's own independent evaluation of the Loan Documents and the Real Property encumbered by the Loan Documents and related information which Assignee acknowledges and agrees were made available to it and which it was given the opportunity to inspect. Assignee has relied solely on its own investigation and it has not relied upon any oral or written information provided by Assignor or its personnel or agents and acknowledges that no employee or representative of Assignor has been authorized to make, and that Assignee has not relied upon any statements other than those specifically contained in this Agreement. Assignee has retained legal counsel to review this Agreement and assist the Assignee in its due diligence and investigation of the transaction.
- (f) Assignee acknowledges and agrees that Assignor has not and does not represent, warrant or covenant any condition or status of the Real Property or the nature, accuracy, completeness or validity of any of the Loan Documents, the financial condition or status of the Borrower or guarantors. All documentation, information, analysis and/or correspondence, if any, which is or may be assigned and conveyed to Assignee with respect to the Loan Documents are assigned and conveyed to Assignee on an "AS IS, WHERE IS" basis, with all faults.

## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

(g) Assignee is not relying upon the continued actions or efforts of Assignor in connection with its decision to obtain an assignment of the Loan Documents and in assuming the rights and obligations of Assignor under the Loan Documents and because of its sophistication and status and other valid reasons, its acquisition of the Loan Documents and its assumption of Assignor's rights and obligations under the Loan Documents do not constitute the purchase of securities within the meaning of federal or state securities laws.

(h) Assignee has been advised that there are unpaid real estate taxes due with respect to the Real Property, and which unpaid real estate taxes are in an amount as of yet unknown. Assignee acknowledges that it has availed itself of the opportunity to fully investigate the status of the real estate taxes and confirms that the payment of such taxes is solely its responsibility and not that of Assignor, and that the obligation to pay such real estate taxes is in addition to Assignee's obligation to pay the Assignment Price.

V. **Conditions for the Benefit of Assignor.** Assignor's obligation to assign the Loan Documents to the Assignee is contingent upon the following conditions precedent being satisfied prior to or on the Closing Date:

1. Payment of the Assignment Price on the Closing Date.
2. Each and every representation and warranty of the Assignee contained in this Agreement shall be true and correct as and when made and as of the Closing Date.

VI. **Exchange of Funds/Documents.**

1. On the scheduled Closing Date:
  - (a) Assignor shall deliver an original Assignment of Deed of Trust, for each Deed of Trust in the form attached as Exhibit "A" to Assignee;
  - (b) Assignor will deliver the original executed Loan Documents and an Assignment which assigns the Loan Documents to the Assignee in the form attached as Exhibit "B" hereto, to Assignee;
  - (c) Allonge to Note in the form attached as Exhibit "C."

VII. **Costs.**

1. Except as otherwise provided in this Agreement, each party shall bear its own costs, including but not limited to attorneys' fees related to this transaction.
2. Except as otherwise referred to or agreed herein, all expenses incurred by the Assignor related to the Loan prior to the Closing shall be paid by the Assignor.

## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

### VIII. Release and Indemnification of Assignor.

1. Environmental Issues. Assignee expressly acknowledges that there may be certain environmental issues, risks, liabilities and/or contaminations with respect to the Real Property encumbered by the Deeds of Trust. Assignee further acknowledges and agrees that Assignee has been given the opportunity to inspect the environmental assessments, if any, held by Assignor, and that Assignee is relying solely on its own investigations (or has decided to proceed at its own risk without any such investigations even though Assignor has recommended such investigations) of the Real Property and Assignee, Salam, and Ninus (the "Assignee Parties") hereby waive, release and agree never to assert any rights or claims against Assignor, or any of its affiliates or representatives (including but not limited to, any right or claim for indemnification, reimbursement or contribution) arising from or related to the Real Property or any Environmental Requirements (as defined below) or any Hazardous Materials (as defined below) on, under, about, around or related to the Property.


For purposes of this Agreement, the term "Hazardous Materials" means any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §9601 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §260 1 et seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as defined below) or the common law, or any other applicable laws relating to the Real Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on a property: (a) requires reporting, investigation or remediation under Environmental Requirements; (b) causes or threatens to cause a nuisance on a property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on a property or adjacent property; or (c) which, if it emanated or migrated from a property, could constitute a trespass. For purposes of this Agreement, the term "Environmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated or amended, of the United States, the states, the counties, the cities or any other political subdivisions in which the Real Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner or operator of the Real Property, or the use of the Real Property, relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).




## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

2. Release of Assignor. Except as otherwise set forth or agreed to herein, Assignee Parties hereby release and forever discharge Assignor, its agents, servants, limited and general partners, officers, employees, servicers, attorneys, successors, assigns and affiliates ( all such persons being collectively referred to as the "Related Persons"), of and from any and all causes of action, claims, costs, fines, judgments, demands, liabilities, losses, and remedies of whatsoever kind and nature that any of the Assignee Parties has or may in the future have against Assignor or any Related Persons and in any manner on account of, arising out of, or related to, the Real Property, the Note and remaining Loan Documents (the "Released Matters"). It is the intention of the Assignee Parties that the foregoing general release shall be effective as a bar to all actions, causes of action, suits, claims or demands of every kind, nature or character whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, arising out of or in connection with the Released Matters. The Assignee Parties specifically waive the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

  
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3. Indemnification. Except as otherwise set forth or agreed to herein: (a) the Assignee Parties, jointly and severally, hereby agree to indemnify, hold harmless and defend Assignor and all Related Persons (collectively, the "Indemnified Parties"), and each of them, from and against any and all losses, causes of action, liabilities, claims, demands, obligations, damages, costs and expenses, including reasonable attorneys' fees and accountant fees and costs, to which any of the Indemnified Parties may become subject on account of, arising out of, or related to any act, omission, conduct or activity of any of the Assignee Parties or any of their employees, agents, attorneys, servants, successors or assigns, on account of, arising out or related to (i) this Agreement, (ii) the use, ownership, control, operation or condition of the Real Property securing the Loan Documents assigned hereunder, including without limitation, the presence or release of any Hazardous Materials or any other hazardous or toxic fluids, substances or materials on, under, around or about the Real Property.

Promptly following receipt by an Indemnified Party of notice of the commencement of any action to which this Section VIII(3) shall apply, the Indemnified Party shall notify any of the Assignee Parties in writing of the commencement of such action and of the possibility of a claim by the Indemnified Party against the Assignee Parties under this Section: however, failure of the Indemnified Party to so notify any Assignee Parties will not relieve the Assignee Parties of liability hereunder. The Assignee Parties shall be entitled to participate in such action and may, with the consent of the Indemnified Party, assume the defense of such action with counsel selected by the Assignee Parties with the reasonable approval of the Indemnified Party. Notwithstanding the foregoing, if the Indemnified Party reasonably determines



## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

that its interests may be adverse in whole or in part to those of the Assignee Parties and that there may be legal defenses available to the Indemnified Party that are different from, in addition to or inconsistent with defenses available to the Assignee Parties, the Indemnified Party may retain its own counsel and be indemnified by the Assignee Parties for all legal and other expenses and costs reasonably incurred in connection with the investigation and defense of the action.

Assignee Parties shall not be liable for the settlement of any action if such settlement is effected without Assignee Parties' express written consent, which shall not be unreasonably withheld or delayed. If any action is settled with Assignee Parties' written consent or if there is a final judgment against the Indemnified Party in any action, Assignee Parties shall indemnify, hold harmless and defend the Indemnified Party from and against all loss or liability incurred by reason of such settlement or judgment.

### IX. Breach of Agreement.

1. Assignor's Breach. Assignee may not recover any consequential damages resulting from Assignor's breach of the Agreement.
2. Survival. The Assignor and Assignee agree that Assignee's covenants, warranties and representations contained in this Agreement and in any document (including any certificate) executed pursuant to this Agreement shall survive the Closing Date.
3. Damages Related to the Real Property. Except as otherwise stated or agreed to herein, Assignor shall have no liability to Assignee with respect to any damage deriving from or related to the Real Property described in the Loan Documents.

### X. Notices.

1. Unless otherwise provided for herein, all notices and other communications required or permitted hereunder shall be in writing (including a writing delivered by facsimile transmission and simultaneously sent by regular mail) and shall be deemed to have been duly given (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or by facsimile; or (c) on the second following business day, if sent by overnight mail or overnight courier, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

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## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

If to Assignor:

THE LOAN COMPANY OF SAN DIEGO  
2356 Moore Street, Suite 201  
San Diego, CA 92110  
Fax: (619) 296-8229  
Attn: Darcy Peters

If to Assignee Parties:

EL CAJON INVESTMENT GROUP, LLC, A  
CALIFORNIA LIMITED LIABILITY COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
Attn: \_\_\_\_\_

SALAM RAZUKI

7977 Broadway  
Lemon Grove CA 91945  
Fax: ( ) \_\_\_\_\_

NINUS MALAN

5065 Logan Ave #101  
San Diego CA 92113  
Fax: ( ) \_\_\_\_\_

### Miscellaneous.

1. **ARBITRATION AND WAIVER OF JURY TRIAL.** ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT, OR ANY RIGHT OR REMEDY OF ASSIGNEE OR ASSIGNOR THEREUNDER, SHALL BE SUBJECT TO BINDING ARBITRATION TO BE HELD IN SAN DIEGO COUNTY, BEFORE A RETIRED CALIFORNIA SUPERIOR COURT JUDGE. JUDGMENT ON THE ARBITRATOR'S AWARD SHALL BE FINAL AND MAY BE ENTERED IN ANY COMPETENT COURT. AS A PRACTICAL MATTER, BY AGREEING TO ARBITRATE, THE PARTIES ARE EFFECTIVELY WAIVING THEIR RIGHTS TO A JURY TRIAL, AND WHICH WAIVER IS A MATERIAL INDUCEMENT FOR ASSIGNEE AND ASSIGNOR TO ENTER INTO THIS AGREEMENT AND EACH DOCUMENT REFERRED TO THEREIN, AND THIS WAIVER SHALL BE EFFECTIVE AS TO EACH SUCH DOCUMENT AS THOUGH FULLY INCORPORATED THEREIN.
2. **Severability.** Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

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## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

3. Rights Cumulative: Waivers. The rights of each of the parties under this Agreement are cumulative and may be exercised as often as any party considers appropriate. The right of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute suspension or any variation of any such right.
4. Headings. The headings of the Sections contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.
5. Construction. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun and pronoun of one gender shall be deemed to include the equivalent pronoun of the other gender.
6. Assignment. This Agreement may not be assigned by Assignee without the prior written consent of Assignor, which consent Assignor may grant or withhold in its sole and absolute discretion prior to the Closing Date. Any attempted assignment by Assignee without the prior consent of Assignor shall be voidable at the discretion of Assignor. Subject to the foregoing, this Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including the Exhibits hereto, shall be binding upon and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.
7. Prior Understanding. This Agreement supersedes any and all prior discussions and agreements between Assignor and Assignee, if any, with respect to the assignment of the Loan Documents and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein.
8. Integrated Agreement. This Agreement and all Exhibits hereto constitute the final complete expression of the intent and understanding of Assignee and Assignor. This Agreement shall not be altered or modified except by a subsequent writing, signed by Assignee and Assignor.
9. Counterparts. This Agreement may be executed by fax (if promptly followed by the original) and in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing any such counterpart.

## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

10. Survival. Each and every covenant hereinabove made by any of the Assignee Parties shall survive the Closing Date and shall be independently enforceable.
11. Governing Law and Venue. This Agreement shall be construed, and the rights and obligations of Assignor and Assignee hereunder determined, in accordance with the local law of the State of California. In the event Assignee or Assignor elects to bring any claim, lawsuit or action against the other party to enforce any term or provision in this Agreement, the sole venue to file the claim, lawsuit or action shall be in San Diego County, California.
12. Expenses. Except as expressly set forth to the contrary in this Agreement, each party hereto shall be responsible for and bear all of its own respective expenses, including without limitation, expenses of legal counsel, accountants and other advisors, incurred at any time in connection with pursuing or consummating this Agreement and the transactions contemplated thereby.
13. Brokers, Finder's Fees. Each party represents and warrants to the other party that there are no brokers or finder's fees payable to any third parties in this transaction. In the event any such claims for brokers' or finders' fees for the consummation of this Agreement is asserted, the party making such statements or representation or agreements to cause payment of such claims shall indemnify, save harmless and defend the other party.
14. Attorneys' Fees. In the event any dispute between Assignee and Assignor should result in arbitration or litigation, the prevailing party shall be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees.
15. Further Assurances. From and after the date of this Agreement, each party shall provide to the other party such other information regarding the Loan Documents, the Real Property or the Personal Property as the other party may reasonably request to determine the outstanding Balance due under the Loan, and each party shall execute and deliver such other documents, deliver such other items and take such other actions as may be reasonably requested to allow the completion and consummation (or termination, as appropriate) of all tasks and the transactions contemplated by this Agreement. Neither party shall be required to release attorney client privileged information to the other party.
16. Time of Essence. All parties hereto agree that time is of the essence with respect to this Agreement.

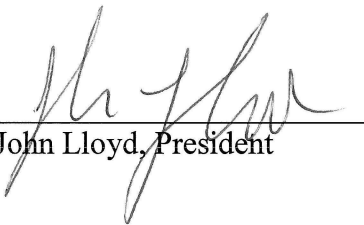
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## LOAN ASSIGNMENT AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

### ASSIGNOR:

THE LOAN COMPANY OF SAN DIEGO,  
a California Limited Partnership

By:   
John Lloyd, President

Dated: 1/12/16

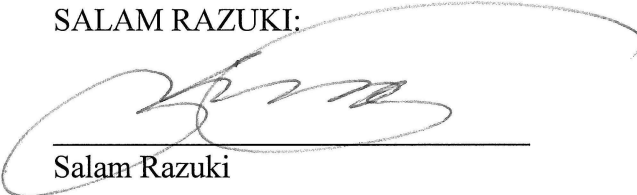
### ASSIGNEE:

EL CAJON INVESTMENT GROUP, LLC,  
a California Limited Liability Company

By:   
Salam Razuki, Manager

Dated: 1/11/16

SALAM RAZUKI:

  
Salam Razuki

Dated: 1/11/16

NINUS MALAN:

  
Ninus Malan

Dated: 1/11/16

# **EXHIBIT 4**

## ALLONGE

This Allonge is to be firmly affixed and attached to the Note as a part thereof.

December 23, 2015

A. The Loan Company of San Diego, a California limited partnership ("Original Lender"), is the owner and holder of that certain Promissory Note Adjustable Interest Rate Secured by Deed of Trust dated January 20, 2015 (the "Note"), evidencing a loan in the original principal amount of \$700,000.00 (the "Loan") made by Original Lender to Cole O. Fry ("Borrower").

B. The Loan is secured by security interests in certain real and personal property. The Note and all other documents executed evidencing and/or securing the Loan are collectively referred to as the "Loan Documents".

C. This Allonge is being executed and attached to the Note in connection with the sale of the Loan to El Cajon Investment Group, LLC ("Assignee"), subject to a security interest (the "Retained Security Interest") in the Loan being retained by Original Lender as security for the payment of the purchase price for the Loan (the "Deferred Purchase Price").

FOR VALUE RECEIVED, Original Lender agrees as follows:

1. Assignment. Subject to the Retained Security Interest, Original Lender hereby transfers, assigns and conveys all of its right, title and interest in and to the Loan and the Loan Documents to Assignee. This assignment is made without warranty or recourse. Notwithstanding the Retained Security Interest, as long as Assignee is not in default regarding the payment of the Deferred Purchase Price, Original Lender hereby grants to Original Lender the right to receive all benefits under the Loan, subject to the requirements of this Allonge and all other documents evidencing and/or securing the Deferred Purchase Price.

2. Confirmation of Recitals. Each of the foregoing statements is incorporated herein and is made a part hereof.

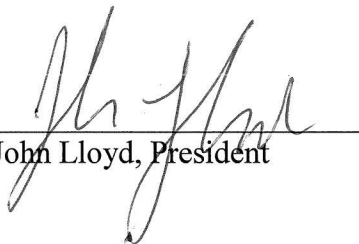
3. Miscellaneous. This Allonge shall be interpreted, construed and enforced according to the laws of the State of California and shall be binding upon and inure to the benefit of the Original Lender and Assignee and their respective heirs, personal representatives, legal representatives, successors-in-title and assigns whether by voluntary action of the parties or by operation of law.

ALLONGE

IN WITNESS WHEREOF, the undersigned has executed and delivered this Allonge to the Note as of the date and year first above written.

**ORIGINAL LENDER:**

THE LOAN COMPANY OF SAN DIEGO,  
a California Limited Partnership

By:   
John Lloyd, President

Dated: 1/16/16



# EXHIBIT 5

## GUARANTY

This Guaranty (the "Guaranty") is made as of 12/23/2015, by **NINUS MALAN**, whose address is 7977 Broadway, Lemon Grove, CA 91945-1865 ("Guarantor (s)") in favor of THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP ("Holder"), whose address is 2356 Moore Street, Suite 201, San Diego, CA 92110.

## INTRODUCTION

In order to induce Holder to loan to EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ("Borrower") the sum of Six Hundred Ninety Seven Thousand Dollars And No Cents (\$697,000.00) to be evidenced by a Promissory Note ("Note") dated 12/23/2015 to be executed by Borrower and payable to Holder, Guarantors unconditionally and irrevocably, jointly and severally, guarantee to Holder and to its successors, endorsees, and assigns, the full and prompt payment of indebtedness by Borrower to Holder including the full and prompt payment of the Note in accordance with its terms, when due, by acceleration or otherwise, including any post-petition interest on pre-petition debt in the event of any bankruptcy proceedings, and the full, prompt, and complete performance of all obligations of Borrower set forth in the Deed of Trust and Assignment of Rents, or any other agreement now or hereafter securing performance under the Note (the Note and each document securing performance under the Note are collectively referred to herein as the "Loan Documents").

### 1. MODIFICATION, WAIVER, OR RELEASE OF SECURITY

Guarantors shall continue to be liable under this Guaranty, and its provisions shall remain in full force and effect notwithstanding:

a. Any modification, alteration, agreement, or stipulation between the Borrower and Holder, or their respective successors and assigns, with respect to the Loan Documents including, but not limited to, that which might alter, modify, increase, reduce, compromise, renew, extend, and/or refinance the obligations of Borrower; any such modification, alteration, agreement, or stipulation after receipt by Holder of written notice of revocation shall not be deemed a "future transaction" within the meaning of So. Cal. First National Bank v. Olson, 41 Cal. App. 3d 234 (1974) but rather part of the original "single" transaction and shall not act to discharge Guarantors; or

b. Holder's waiver of or failure to enforce any of the terms, covenants, or conditions contained in the Loan Documents, or any modification of the Loan Documents; or

c. Any release of any real or personal property or other security then held by Holder for the performance of the obligations hereby guaranteed; or

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d. Any release, waiver, or substitution of collateral or security.

2. GUARANTY OF PAYMENT, NONCOLLECTIBILITY

The liability of Guarantors on this Guaranty is a guaranty of payment and performance and not of collectibility, and is not conditional or contingent on the genuineness, validity, regularity, or enforceability of the Loan Documents or other instruments relating to the obligations hereby guaranteed or the pursuit by Holder of any remedies that it now has or may hereafter have with respect thereto.

3. EFFECTS OF BANKRUPTCY

The liability of the Guarantors under this Guaranty shall in no way be affected by:

a. The release or discharge of Borrower in any creditor proceeding, receivership, bankruptcy, or other proceeding;

b. The impairment, limitation, or modification of the liability of Borrower or the estate of Borrower, or of any remedy for the enforcement of Borrower's liability, resulting from the operation of any present or future provision of the Bankruptcy Code (Title 11 of the United States code, as amended; 11 USC Section 101-1301) or any bankruptcy, insolvency, debtor relief statute (state or federal), or any other statute, or from the decision of any court;

c. The rejection or disaffirmance of the indebtedness, or any portion of the indebtedness, in any such proceeding; or

d. The cessation, from any cause whatsoever, whether consensual or by operation of law, of the liability of Borrower to Holder.

4. CLAIMS IN BANKRUPTCY

Guarantors will file all claims against Borrower in any bankruptcy or other proceeding in which the filing of claims is required by law on any indebtedness of Borrower to the Guarantors, and will assign to Holder all rights of Guarantors on any such indebtedness. If Guarantors do not file any such claim, Holder, as attorney-in-fact for Guarantors, is authorized but is not required to do so in the name of Guarantors, or, in Holder's discretion, to assign the claim and to file a proof of claim in the name of Holder's nominee. In all such cases, whether in bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Holder the full amount of any such claim, and, to the full extent necessary for that purpose, Guarantors assign to Holder all of Guarantors' rights to any such payments or distributions to which Guarantors would otherwise be entitled.

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5. WAIVER OF DEFENSES: NOTICE; DEMAND; STATUTES OF LIMITATION

Guarantors hereby waive:

- a. Diligence and demand of payment;
- b. All notices to Guarantors, to any Borrower, or to any other person, including, but not limited to, notices of the acceptance of this Guaranty, or the creation, renewal, extension, modification, or accrual of any obligations contained in the Loan Documents, notices of defaults by Borrower, or notice of any other matters relating thereto;
- c. All demands whatsoever;
- d. Any statute of limitations affecting liability under this Guaranty or the enforcement of this Guaranty to the full extent permitted by law;
- e. Any duty on the part of Holder to disclose to Guarantors any facts it may now or hereafter know about Borrower, regardless of whether Holder has reason to believe that any such facts materially increase the risk beyond that which Guarantors intend to assume, or has reason to believe that such facts are unknown to Guarantors, or has reasonable opportunity to communicate such facts to Guarantors, it being understood and agreed that Guarantors are fully responsible for being and keeping informed of the financial condition of Borrower and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed;
- f. All principles or provisions of the law that conflict with the terms of this Guaranty. Moreover, Guarantors agree that its obligations shall not be affected by any circumstances that constitute a legal or equitable discharge of a Guarantor or surety;
- g. Any duty on the part of the Holder to perfect any security interest;
- h. Any right to the protection of any security;
- i. Any defense of impairment of collateral or security;
- j. Any personal defenses of Borrower including, but not limited to, failure of consideration, accord and satisfaction; and
- k. Written notice of acceptance of the Guarantee.

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6. WAIVER OF DEFENSES: EXHAUSTION OF SECURITY;  
PROCEEDING AGAINST BORROWER; EXERCISE OF RIGHTS  
AND REMEDIES UNDER LOAN DOCUMENTS

Guarantors agree that Holder may enforce this Guaranty separately from the underlying primary obligation without the necessity of resorting to or exhausting any security or collateral; and Guarantors waive the right to require Holder to proceed against any Borrower, to foreclose any lien on any real or personal property, to exercise any right or remedy under the Loan Documents, to pursue any other remedy, or to enforce any other right.


7. WAIVER OF DEFENSES: SUBROGATION RIGHTS; SURETYSHIP  
DEFENSES; ANTIDEFICIENCY LEGISLATION

7.1 Guarantors further agree that nothing contained in this Guaranty shall prevent Holder from suing on the Note or from exercising any rights available to it thereunder or under any of the Loan Documents, and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantors. Guarantors understand that the exercise by Holder of certain rights and remedies contained in the Loan Documents may affect or eliminate Guarantors' right of subrogation against Borrower and that Guarantors may therefore succeed to a partially or totally nonreimbursable liability hereunder; nevertheless, Guarantors hereby authorize and empower Holder to exercise, in its sole discretion, any rights and remedies, or any combination thereof, which may then be available, since it is the intent and purpose of Guarantors that the obligations hereunder shall be absolute, independent, and unconditional under any and all circumstances.

7.2 Without limiting the generality of the foregoing, Guarantors expressly waive any and all benefits and defenses under California Civil Code sections 2809, 2810, 2819, 2845, 2847, 2848, 2849, 2850, and 2855, and California Code of Civil Procedure sections 580a, 580b, and 580d. Notwithstanding any foreclosure of the lien of any deed of trust or security agreement with respect to any or all of any real or personal property secured thereby, whether by the exercise of the power of sale contained therein, by an action for judicial foreclosure, or by an acceptance of a deed in lieu of foreclosure, Guarantors shall remain bound under this Guaranty.

8. SUBORDINATION OF GUARANTORS' RIGHTS

Until all the terms, covenants, and conditions of the Loan Documents on the Borrower's part to be performed and observed are fully performed and observed, Guarantors:

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a. Shall have no right of subrogation against Borrower by reason of any payments or acts of performance by Guarantors in compliance with the obligations of Guarantors under this Guaranty;

b. Waive any right to enforce any remedy that Guarantors shall have against Borrower by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantors under this Guaranty; and

c. Subordinate any liability or indebtedness of Borrower held by Guarantors to the obligations of Borrower to Holder under any of the Loan Documents or any other instrument of indebtedness.

9. APPLICATION OF PAYMENTS; REFUNDS

With or without notice to Guarantors, Holder, in its sole discretion and at any time and from time to time and in such manner and on such terms as it deems fit may:

a. Apply any or all payments or recoveries from Borrower, from Guarantors, or from any other Guarantor or endorser under this or any other instrument, or realized from any security, in such manner, order, or priority as Holder sees fit, to the indebtedness of Borrower to Holder under the Loan Documents, whether such indebtedness is guaranteed by this Guaranty or is otherwise secured or is due at the time of such application; and

b. Refund to Borrower any payment received by Holder on any indebtedness hereby guaranteed and payment of the amount refunded shall be fully guaranteed hereby. Any recovery realized from any other Guarantors under this or any other instrument shall be first credited on that portion of the indebtedness of Borrower to Holder that exceeds the maximum liability, if any, of Guarantors under this Guaranty.

10. MISCELLANEOUS PROVISIONS

10.1 Notice

Whenever the parties hereto desire to give or serve any notice, demand, or request with respect to this Guaranty, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth in the first paragraph of this Guaranty. Such communications sent shall be effective when they are received by the addressee thereof; but if sent by registered or certified mail, they shall be effective three (3) days after being deposited in the United States Mail. Each party hereto may change its address for such communications by giving notice to the other party in conformity with this paragraph.

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10.2 Successors and Assigns; Joint and Several Liability; Gender; Singular Includes Plural

This Guaranty shall be binding on Guarantors, the Guarantors' heirs, representatives, administrators, executors, successors, and assigns and shall inure to the benefit of and shall be enforceable by Holder, its successors, and assigns. Should this Guaranty be signed by more than one party, all obligations herein contained shall be deemed to be the joint and several obligations of each party executing this Guaranty. As used herein, the singular shall include the plural, and the masculine shall include the feminine and neuter, and vice versa, if the context so requires.

10.3 Nonwaiver

No provision of this Guaranty or right of Holder under this Guaranty can be waived, or can Guarantors be released from their obligations under this Guaranty except by a writing duly executed by Holder or an authorized representative of Holder. Guarantors shall continue to be liable under the terms of this Guaranty notwithstanding the transfer by Borrower of all or any portion of the property encumbered by the Loan Documents.

10.4 Attorneys' Fees

Guarantors shall forthwith pay to Holder the amount of all fees and costs incurred by Holder including attorney's and accountant's fees and costs under and pursuant to this Guaranty, or in the defense or enforcement of Holder's interests (whether or not Holder files a lawsuit against Guarantors) in the event Holder retains counsel, or incurs costs in order to: obtain legal advice; enforce, or seek to enforce, any of its rights; commence, intervene in, respond to, or defend any action, proceeding, appeal, or arbitration proceeding; file or prosecute a claim in any action or proceeding (including, without limitation, any probate claim, bankruptcy claim, third party claim, or secured creditor claim); or represent Holder in any litigation with respect to Guarantors' affairs and whether incurred in connection with the involvement of Holder as creditor or otherwise. If either Guarantors or Holder file any lawsuit against the other predicated on this Guaranty, the prevailing party in such action shall be entitled to recover its attorneys' fees.

10.5 Choice of Law

This Guaranty shall be governed by and construed in accordance with the laws of the State of California. In the event of any dispute or controversy between Holder and Guarantors arising under this Guaranty, the parties agree that venue shall be deemed to be exclusively in San Diego County, California.

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#### 10.6 Severability

Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid, for any reason whatsoever, by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

#### 10.7 Time is of the Essence

Time is of the essence under this Guaranty and any amendment, modification, or revision of this Guaranty.

#### 10.8 Integration

This writing is intended by the parties to be an integrated and final expression of this Guaranty Agreement and also is intended to be a complete and exclusive statement of the terms of that agreement. No course of prior dealing between the parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement, modify, or vary any of the terms hereof. There are no conditions to the full effectiveness of this Guaranty Agreement.

#### 10.9 Release

Holder may release any Guarantors without obtaining the consent of any other Guarantors and without affecting or impairing the obligations of any other Guarantors.

#### 10.10 Revival

The liability of the Guarantors and the effectiveness of this Guaranty is revived and reinstated if for any reason the Holder is required to disgorge any payment previously received by the Holder that was guaranteed under this Guaranty.

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## 10.11 Independent Counsel

GUARANTORS ACKNOWLEDGE THAT THEY HAVE BEEN TOLD THAT THEY SHOULD HAVE INDEPENDENT COUNSEL TO ADVISE EACH OF THEM WITH RESPECT TO THIS GUARANTY AND THE LOAN DOCUMENTS AND THAT NEITHER HOLDER NOR HOLDER'S AGENTS, EMPLOYEES, NOR HOLDER'S ATTORNEY ADVISED OR REPRESENTED EITHER GUARANTOR IN CONNECTION WITH THIS GUARANTY OR THE LOAN DOCUMENTS.

## 11. ADDITIONAL CREDIT

Additional credit under the Loan Documents may be granted from time to time at the request of Borrower and without further authorization from or notice to Guarantors. Holder need not inquire into the power of Borrower or the authority of its partners or agents acting or purporting to act in its behalf. Each credit granted to Borrower pursuant to the Loan Documents shall be deemed to have been granted at the instance and request of Guarantors and in consideration of and reliance on this Guaranty.

## 12. REVOCATION

This Guaranty may be revoked or terminated only by written notice by either Guarantor to the Holder and to the other Guarantor. Guarantors shall remain liable under this Guaranty and the terms of this Guaranty shall remain in full force and effect for all obligations incurred prior to the effective date of the written notice of revocation and termination, together with all interest, costs, expenses, attorney's fees relating thereto, and all extensions, modifications, renewals and refinances thereof.

## 13. LIABILITY OF GUARANTORS

The liability of Guarantors under this Guaranty shall continue until the expiration of all periods within which any amount at any time paid on account of the obligations guaranteed hereby may be required to be restored or returned by Lender upon the bankruptcy, insolvency or reorganization of Borrower, any other Guarantors or any other person. In the event that any amount at any time paid on account of the obligations guaranteed hereby is required to be restored or returned by Lender as a result of any such bankruptcy, insolvency or reorganization, Guarantors shall be liable under this Guaranty with respect to such amount as if such amount was never paid.

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14. INDEBTEDNESS

The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Borrower heretofore, now, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether direct or acquired by Holder by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Borrower may be liable individually or jointly with others, or whether recovery upon such indebtedness be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter become otherwise unenforceable.

IN WITNESS WHEREOF, Guarantors has executed this Guaranty as of the year and date first written above.

Guarantors:

  
NINUS MALAN

**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   )  
                                  ) SS  
County of San Diego)

On 1-11-16 before me, Cari Hatfield, a  
Notary Public in and for said County and State, personally appeared **NINUS MALAN**,  
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 6**

## GUARANTY

This Guaranty (the "Guaranty") is made as of 12/23/2015, by **SALAM RAZUKI**, whose address is 10605 Senda Acuario, San Diego, CA, 92130-8707, ("Guarantor (s)") in favor of THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP ("Holder"), whose address is 2356 Moore Street, Suite 201, San Diego, CA 92110.

## INTRODUCTION

In order to induce Holder to loan to EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ("Borrower") the sum of Six Hundred Ninety Seven Thousand Dollars And No Cents (\$697,000.00) to be evidenced by a Promissory Note ("Note") dated 12/23/2015 to be executed by Borrower and payable to Holder, Guarantors unconditionally and irrevocably, jointly and severally, guarantee to Holder and to its successors, endorsees, and assigns, the full and prompt payment of indebtedness by Borrower to Holder including the full and prompt payment of the Note in accordance with its terms, when due, by acceleration or otherwise, including any post-petition interest on pre-petition debt in the event of any bankruptcy proceedings, and the full, prompt, and complete performance of all obligations of Borrower set forth in the Deed of Trust and Assignment of Rents, or any other agreement now or hereafter securing performance under the Note (the Note and each document securing performance under the Note are collectively referred to herein as the "Loan Documents").

### 1. MODIFICATION, WAIVER, OR RELEASE OF SECURITY

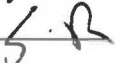
Guarantors shall continue to be liable under this Guaranty, and its provisions shall remain in full force and effect notwithstanding:

a. Any modification, alteration, agreement, or stipulation between the Borrower and Holder, or their respective successors and assigns, with respect to the Loan Documents including, but not limited to, that which might alter, modify, increase, reduce, compromise, renew, extend, and/or refinance the obligations of Borrower; any such modification, alteration, agreement, or stipulation after receipt by Holder of written notice of revocation shall not be deemed a "future transaction" within the meaning of So. Cal. First National Bank v. Olson, 41 Cal. App. 3d 234 (1974) but rather part of the original "single" transaction and shall not act to discharge Guarantors; or

b. Holder's waiver of or failure to enforce any of the terms, covenants, or conditions contained in the Loan Documents, or any modification of the Loan Documents; or

c. Any release of any real or personal property or other security then held by Holder for the performance of the obligations hereby guaranteed; or

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d. Any release, waiver, or substitution of collateral or security.

2. GUARANTY OF PAYMENT, NONCOLLECTIBILITY

The liability of Guarantors on this Guaranty is a guaranty of payment and performance and not of collectibility, and is not conditional or contingent on the genuineness, validity, regularity, or enforceability of the Loan Documents or other instruments relating to the obligations hereby guaranteed or the pursuit by Holder of any remedies that it now has or may hereafter have with respect thereto.

3. EFFECTS OF BANKRUPTCY

The liability of the Guarantors under this Guaranty shall in no way be affected by:

a. The release or discharge of Borrower in any creditor proceeding, receivership, bankruptcy, or other proceeding;

b. The impairment, limitation, or modification of the liability of Borrower or the estate of Borrower, or of any remedy for the enforcement of Borrower's liability, resulting from the operation of any present or future provision of the Bankruptcy Code (Title 11 of the United States code, as amended; 11 USC Section 101-1301) or any bankruptcy, insolvency, debtor relief statute (state or federal), or any other statute, or from the decision of any court;

c. The rejection or disaffirmance of the indebtedness, or any portion of the indebtedness, in any such proceeding; or

d. The cessation, from any cause whatsoever, whether consensual or by operation of law, of the liability of Borrower to Holder.

4. CLAIMS IN BANKRUPTCY

Guarantors will file all claims against Borrower in any bankruptcy or other proceeding in which the filing of claims is required by law on any indebtedness of Borrower to the Guarantors, and will assign to Holder all rights of Guarantors on any such indebtedness. If Guarantors do not file any such claim, Holder, as attorney-in-fact for Guarantors, is authorized but is not required to do so in the name of Guarantors, or, in Holder's discretion, to assign the claim and to file a proof of claim in the name of Holder's nominee. In all such cases, whether in bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Holder the full amount of any such claim, and, to the full extent necessary for that purpose, Guarantors assign to Holder all of Guarantors' rights to any such payments or distributions to which Guarantors would otherwise be entitled.

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5. WAIVER OF DEFENSES: NOTICE; DEMAND; STATUTES OF LIMITATION

Guarantors hereby waive:

- a. Diligence and demand of payment;
- b. All notices to Guarantors, to any Borrower, or to any other person, including, but not limited to, notices of the acceptance of this Guaranty, or the creation, renewal, extension, modification, or accrual of any obligations contained in the Loan Documents, notices of defaults by Borrower, or notice of any other matters relating thereto;
- c. All demands whatsoever;
- d. Any statute of limitations affecting liability under this Guaranty or the enforcement of this Guaranty to the full extent permitted by law;
- e. Any duty on the part of Holder to disclose to Guarantors any facts it may now or hereafter know about Borrower, regardless of whether Holder has reason to believe that any such facts materially increase the risk beyond that which Guarantors intend to assume, or has reason to believe that such facts are unknown to Guarantors, or has reasonable opportunity to communicate such facts to Guarantors, it being understood and agreed that Guarantors are fully responsible for being and keeping informed of the financial condition of Borrower and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed;
- f. All principles or provisions of the law that conflict with the terms of this Guaranty. Moreover, Guarantors agree that its obligations shall not be affected by any circumstances that constitute a legal or equitable discharge of a Guarantor or surety;
- g. Any duty on the part of the Holder to perfect any security interest;
- h. Any right to the protection of any security;
- i. Any defense of impairment of collateral or security;
- j. Any personal defenses of Borrower including, but not limited to, failure of consideration, accord and satisfaction; and
- k. Written notice of acceptance of the Guarantee.

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6. WAIVER OF DEFENSES: EXHAUSTION OF SECURITY;  
PROCEEDING AGAINST BORROWER; EXERCISE OF RIGHTS  
AND REMEDIES UNDER LOAN DOCUMENTS

Guarantors agree that Holder may enforce this Guaranty separately from the underlying primary obligation without the necessity of resorting to or exhausting any security or collateral; and Guarantors waive the right to require Holder to proceed against any Borrower, to foreclose any lien on any real or personal property, to exercise any right or remedy under the Loan Documents, to pursue any other remedy, or to enforce any other right.

7. WAIVER OF DEFENSES: SUBROGATION RIGHTS; SURETYSHIP  
DEFENSES; ANTIDEFICIENCY LEGISLATION

7.1 Guarantors further agree that nothing contained in this Guaranty shall prevent Holder from suing on the Note or from exercising any rights available to it thereunder or under any of the Loan Documents, and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantors. Guarantors understand that the exercise by Holder of certain rights and remedies contained in the Loan Documents may affect or eliminate Guarantors' right of subrogation against Borrower and that Guarantors may therefore succeed to a partially or totally nonreimbursable liability hereunder; nevertheless, Guarantors hereby authorize and empower Holder to exercise, in its sole discretion, any rights and remedies, or any combination thereof, which may then be available, since it is the intent and purpose of Guarantors that the obligations hereunder shall be absolute, independent, and unconditional under any and all circumstances.

7.2 Without limiting the generality of the foregoing, Guarantors expressly waive any and all benefits and defenses under California Civil Code sections 2809, 2810, 2819, 2845, 2847, 2848, 2849, 2850, and 2855, and California Code of Civil Procedure sections 580a, 580b, and 580d. Notwithstanding any foreclosure of the lien of any deed of trust or security agreement with respect to any or all of any real or personal property secured thereby, whether by the exercise of the power of sale contained therein, by an action for judicial foreclosure, or by an acceptance of a deed in lieu of foreclosure, Guarantors shall remain bound under this Guaranty.

8. SUBORDINATION OF GUARANTORS' RIGHTS

Until all the terms, covenants, and conditions of the Loan Documents on the Borrower's part to be performed and observed are fully performed and observed, Guarantors:

JPL  \_\_\_\_\_

a. Shall have no right of subrogation against Borrower by reason of any payments or acts of performance by Guarantors in compliance with the obligations of Guarantors under this Guaranty;

b. Waive any right to enforce any remedy that Guarantors shall have against Borrower by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantors under this Guaranty; and

c. Subordinate any liability or indebtedness of Borrower held by Guarantors to the obligations of Borrower to Holder under any of the Loan Documents or any other instrument of indebtedness.

9. APPLICATION OF PAYMENTS; REFUNDS

With or without notice to Guarantors, Holder, in its sole discretion and at any time and from time to time and in such manner and on such terms as it deems fit may:

a. Apply any or all payments or recoveries from Borrower, from Guarantors, or from any other Guarantor or endorser under this or any other instrument, or realized from any security, in such manner, order, or priority as Holder sees fit, to the indebtedness of Borrower to Holder under the Loan Documents, whether such indebtedness is guaranteed by this Guaranty or is otherwise secured or is due at the time of such application; and

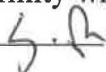
b. Refund to Borrower any payment received by Holder on any indebtedness hereby guaranteed and payment of the amount refunded shall be fully guaranteed hereby. Any recovery realized from any other Guarantors under this or any other instrument shall be first credited on that portion of the indebtedness of Borrower to Holder that exceeds the maximum liability, if any, of Guarantors under this Guaranty.

10. MISCELLANEOUS PROVISIONS

10.1 Notice

Whenever the parties hereto desire to give or serve any notice, demand, or request with respect to this Guaranty, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth in the first paragraph of this Guaranty. Such communications sent shall be effective when they are received by the addressee thereof; but if sent by registered or certified mail, they shall be effective three (3) days after being deposited in the United States Mail. Each party hereto may change its address for such communications by giving notice to the other party in conformity with this paragraph.

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10.2 Successors and Assigns; Joint and Several Liability; Gender; Singular Includes Plural

This Guaranty shall be binding on Guarantors, the Guarantors' heirs, representatives, administrators, executors, successors, and assigns and shall inure to the benefit of and shall be enforceable by Holder, its successors, and assigns. Should this Guaranty be signed by more than one party, all obligations herein contained shall be deemed to be the joint and several obligations of each party executing this Guaranty. As used herein, the singular shall include the plural, and the masculine shall include the feminine and neuter, and vice versa, if the context so requires.

10.3 Nonwaiver

No provision of this Guaranty or right of Holder under this Guaranty can be waived, or can Guarantors be released from their obligations under this Guaranty except by a writing duly executed by Holder or an authorized representative of Holder. Guarantors shall continue to be liable under the terms of this Guaranty notwithstanding the transfer by Borrower of all or any portion of the property encumbered by the Loan Documents.

10.4 Attorneys' Fees

Guarantors shall forthwith pay to Holder the amount of all fees and costs incurred by Holder including attorney's and accountant's fees and costs under and pursuant to this Guaranty, or in the defense or enforcement of Holder's interests (whether or not Holder files a lawsuit against Guarantors) in the event Holder retains counsel, or incurs costs in order to: obtain legal advice; enforce, or seek to enforce, any of its rights; commence, intervene in, respond to, or defend any action, proceeding, appeal, or arbitration proceeding; file or prosecute a claim in any action or proceeding (including, without limitation, any probate claim, bankruptcy claim, third party claim, or secured creditor claim); or represent Holder in any litigation with respect to Guarantors' affairs and whether incurred in connection with the involvement of Holder as creditor or otherwise. If either Guarantors or Holder file any lawsuit against the other predicated on this Guaranty, the prevailing party in such action shall be entitled to recover its attorneys' fees.

10.5 Choice of Law

This Guaranty shall be governed by and construed in accordance with the laws of the State of California. In the event of any dispute or controversy between Holder and Guarantors arising under this Guaranty, the parties agree that venue shall be deemed to be exclusively in San Diego County, California.

JPL 

#### 10.6 Severability

Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid, for any reason whatsoever, by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

#### 10.7 Time is of the Essence

Time is of the essence under this Guaranty and any amendment, modification, or revision of this Guaranty.

#### 10.8 Integration

This writing is intended by the parties to be an integrated and final expression of this Guaranty Agreement and also is intended to be a complete and exclusive statement of the terms of that agreement. No course of prior dealing between the parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement, modify, or vary any of the terms hereof. There are no conditions to the full effectiveness of this Guaranty Agreement.

#### 10.9 Release

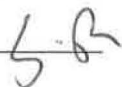
Holder may release any Guarantors without obtaining the consent of any other Guarantors and without affecting or impairing the obligations of any other Guarantors.

#### 10.10 Revival

The liability of the Guarantors and the effectiveness of this Guaranty is revived and reinstated if for any reason the Holder is required to disgorge any payment previously received by the Holder that was guaranteed under this Guaranty.

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#### 10.11 Independent Counsel

GUARANTORS ACKNOWLEDGE THAT THEY HAVE BEEN TOLD THAT THEY SHOULD HAVE INDEPENDENT COUNSEL TO ADVISE EACH OF THEM WITH RESPECT TO THIS GUARANTY AND THE LOAN DOCUMENTS AND THAT NEITHER HOLDER NOR HOLDER'S AGENTS, EMPLOYEES, NOR HOLDER'S ATTORNEY ADVISED OR REPRESENTED EITHER GUARANTOR IN CONNECTION WITH THIS GUARANTY OR THE LOAN DOCUMENTS.

#### 11. ADDITIONAL CREDIT

Additional credit under the Loan Documents may be granted from time to time at the request of Borrower and without further authorization from or notice to Guarantors. Holder need not inquire into the power of Borrower or the authority of its partners or agents acting or purporting to act in its behalf. Each credit granted to Borrower pursuant to the Loan Documents shall be deemed to have been granted at the instance and request of Guarantors and in consideration of and reliance on this Guaranty.

#### 12. REVOCATION

This Guaranty may be revoked or terminated only by written notice by either Guarantor to the Holder and to the other Guarantor. Guarantors shall remain liable under this Guaranty and the terms of this Guaranty shall remain in full force and effect for all obligations incurred prior to the effective date of the written notice of revocation and termination, together with all interest, costs, expenses, attorney's fees relating thereto, and all extensions, modifications, renewals and refinances thereof.

#### 13. LIABILITY OF GUARANTORS

The liability of Guarantors under this Guaranty shall continue until the expiration of all periods within which any amount at any time paid on account of the obligations guaranteed hereby may be required to be restored or returned by Lender upon the bankruptcy, insolvency or reorganization of Borrower, any other Guarantors or any other person. In the event that any amount at any time paid on account of the obligations guaranteed hereby is required to be restored or returned by Lender as a result of any such bankruptcy, insolvency or reorganization, Guarantors shall be liable under this Guaranty with respect to such amount as if such amount was never paid.

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The word “indebtedness” is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Borrower heretofore, now, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether direct or acquired by Holder by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Borrower may be liable individually or jointly with others, or whether recovery upon such indebtedness be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter become otherwise unenforceable.

Guarantors:

**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.**

On 1-11-16 before me, Can Hatfield, a  
Notary Public in and for said County and State, personally appeared **SALAM RAZUKI**,  
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.

WITNESS my hand and official seal.

 **CARI HATFIELD**  
COMM. # 2093881  
NOTARY PUBLIC - CALIFORNIA  
SAN DIEGO COUNTY  
COMM. EXPIRES JAN. 12, 2019

# EXHIBIT 7

JAN 25 2016

Recording requested by  
Chicago Title Company-SD

**RECORDATION REQUESTED BY:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**WHEN RECORDED MAIL TO:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**DOC# 2016-0015896**



Jan 14, 2016 08:00 AM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$24.00

PAGES: 3

73715014948

**COLLATERAL ASSIGNMENT OF DEED OF TRUST**

THIS COLLATERAL ASSIGNMENT OF DEED OF TRUST IS DATED **December 23, 2015**, BETWEEN **EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** (REFERRED TO BELOW AS "ASSIGNOR"), WHOSE ADDRESS IS 10605 Senda Acuario, San Diego, CA 92130; AND **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP** (REFERRED TO BELOW AS "ASSIGNEE"), WHOSE ADDRESS IS 2356 MOORE STREET, SUITE 201, SAN DIEGO, CA 92110.

**DEED OF TRUST: EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to, **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated 01/20/2015 (the "Deed of Trust") which has been recorded 01/30/2015, AS DOCUMENT # 2015-0043396 IN SAN DIEGO County,

**REAL PROPERTY DESCRIPTION:** The Deed of Trust covers the following described real property:

LOT 37, 38 AND 39 IN BLOCK 6 OF BERKELEY HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1131, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 18, 1908.

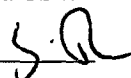
APN# 4725612400

Commonly known as 5230-5234 Land s Street, San Diego, CA 92105-3228.

**COLLATERAL ASSIGNMENT OF DEED OF TRUST:** For valuable consideration, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title, and interest in and to the above described Deed of Trust, together with all of Assignor's right, title and interest in and to the promissory note or notes (or other credit agreements) secured by the Deed of Trust.

**SIGNATURE (S) AND NOTARY SIGNATURE (S) ON PAGE 2 OF COLLATERAL ASSIGNMENT OF DEED OF TRUST.**

SBD



**RECORDATION REQUESTED BY:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**WHEN RECORDED MAIL TO:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

73715074948

**COLLATERAL ASSIGNMENT OF DEED OF TRUST**

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DEED OF TRUST: **EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to, **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated 01/20/2015 (the "Deed of Trust") which has been recorded 01/30/2015, AS DOCUMENT # 2015-0043396 IN SAN DIEGO County,

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APN# 4725612400

Commonly known as 5230-5234 Landis Street, San Diego, CA 92105-3228.

COLLATERAL ASSIGNMENT OF DEED OF TRUST: For valuable consideration, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title, and interest in and to the above described Deed of Trust, together with all of Assignor's right, title and interest in and to the promissory note or notes (or other credit agreements) secured by the Deed of Trust.

**SIGNATURE (S) AND NOTARY SIGNATURE (S) ON PAGE 2 OF COLLATERAL ASSIGNMENT OF DEED OF TRUST.**

SBD  \_\_\_\_\_





# NOTARY SEAL CERTIFICATION

(Government Code 27361.7)

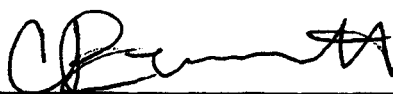
I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

Name of the Notary: Cari Hatfield

Commission Number: 2093881 Date Commission Expires: Jan 12, 2019

County Where Bond is Filed: San Diego

Manufacturer or Vendor Number: MGC1  
(Located on both sides of the notary seal border)

Signature:   
Firm Name (if applicable)

Place of Execution: San Diego Date: 1 / 14 / 16

# **EXHIBIT 8**

Recording requested by  
Chicago Title Company-SD

JAN 25 2016

DOC# 2016-0015898



Jan 14, 2016 08:00 AM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$24.00

73715074948

PAGES: 3

**RECORDATION REQUESTED BY:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**WHEN RECORDED MAIL TO:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**COLLATERAL ASSIGNMENT OF DEED OF TRUST**

THIS COLLATERAL ASSIGNMENT OF DEED OF TRUST IS DATED **December 23, 2015**, BETWEEN **EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** (REFERRED TO BELOW AS "ASSIGNOR"), WHOSE ADDRESS IS, 10605 SENDA ACUARIO, SAN DIEGO, CA 92130; AND **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP** (REFERRED TO BELOW AS "ASSIGNEE"), WHOSE ADDRESS IS 2356 MOORE STREET, SUITE 201, SAN DIEGO, CA 92110

**DEED OF TRUST: EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated 01/20/2015 (the "Deed of Trust") which has been recorded 1/30/2015, AS DOCUMENT #2005-0043397 IN SAN DIEGO County,

**REAL PROPERTY DESCRIPTION** : The Deed of Trust covers the following described real property:

LOTS 30 AND 31 IN BLOCK 1 OF CHESTER PARK ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1354, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 23, 1911.

APN# 4714012200

Commonly known as 4126 Melillo Avenue, San Diego, CA 92105-1862

SBD 

Recording requested by  
Chicago Title Company-SD

73715074948

**RECORDATION REQUESTED BY:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**WHEN RECORDED MAIL TO:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

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**COLLATERAL ASSIGNMENT OF DEED OF TRUST**

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DEED OF TRUST: **EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to THE LOAN COMPANY OF SAN DIEGO as Trustee, for the benefit of THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP, the beneficiary, the following described Deed of Trust dated 01/20/2015 (the "Deed of Trust") which has been recorded 1/30/2015, AS DOCUMENT #2005-0043397 IN SAN DIEGO County,

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APN# 4714012200

Commonly known as 4126 Menlo Avenue, San Diego, CA 92105-1862

SBD 



# NOTARY SEAL CERTIFICATION

(Government Code 27361.7)


I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

Name of the Notary: Cari Hatfield

Commission Number: 2093881 Date Commission Expires: Jan 12, 2019

County Where Bond is Filed: San Diego

Manufacturer or Vendor Number: MGCI  
(Located on both sides of the notary seal border)

Signature:   
Firm Name (if applicable)

Place of Execution: San Diego Date: 1 / 14 / 16

# EXHIBIT 9

JAN 25 2016

Recording requested by  
Chicago Title Company-SD

737150/4948

DOC# 2016-0015900



Jan 14, 2016 08:00 AM

OFFICIAL RECORDS  
Ernest J. Dronenburg, Jr.,  
SAN DIEGO COUNTY RECORDER  
FEES: \$27.00

PAGES: 4

**RECORDATION REQUESTED BY:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**WHEN RECORDED MAIL TO:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**COLLATERAL ASSIGNMENT OF DEED OF TRUST**

THIS COLLATERAL ASSIGNMENT OF DEED OF TRUST IS DATED **December 23, 2015**, BETWEEN **EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, (REFERRED TO BELOW AS "ASSIGNOR"), WHOSE ADDRESS IS, 10605 SENDA ACUARIO, SAN DIEGO, CA 92130; AND THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PART NERSHIP (REFERRED TO BELOW AS "ASSIGNEE"), WHOSE ADDRESS IS 23 6 MOORE STREET, SUITE 201, SAN DIEGO, CA 92110.

DEED OF TRUST: **EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, the Trustor, executed and granted to, **THE LOAN COMPANY OF SAN DIEGO** as Trustee, for the benefit of **THE LOAN COMPANY OF SAN DIEGO, A CALIFORNIA LIMITED PARTNERSHIP**, the beneficiary, the following described Deed of Trust dated 01/20/2015 (the "Deed of Trust") which has been recorded 01/30/2015, AS DOCUMENT #2015-0043398 IN SAN DIEGO County,

**REAL PROPERTY DESCRIPTION:** The Deed of Trust covers the following described real property:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART  
HEREOF.

APN#5611920400

Commonly known as 1829 "K" Avenue, National City, CA 91950-5938.

SBD 



Recording requested by  
Chicago Title Company-SD

73715014948

**RECORDATION REQUESTED BY:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

**WHEN RECORDED MAIL TO:**

The Loan Company of San Diego  
2356 Moore Street, Suite 201  
San Diego, CA 92110

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REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

APN#5611920400

Commonly known as 1829 "K" Avenue, National City, CA 91950-5938.

SBD 

COLLATERAL ASSIGNMENT OF DEED OF TRUST: For valuable consideration, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title, and interest in and to the above described Deed of Trust, together with all of Assignor's right, title and interest in and to the promissory note or notes (or other credit agreements) secured by the Deed of Trust.

IN WITNESS WHEREOF, ASSIGNOR HAS EXECUTED THIS ASSIGNMENT OF DEED OF TRUST AS OF 1-11-16 ASSIGNOR:

EL CAJON INVESTMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By:

SALAM RAZUKI, Manager

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 )

) SS

County of San Diego)

On 1-11-16 before me, Cari Hatfield, a Notary Public in and for said County and State, personally appeared **SALAM RAZUKI**, 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 Cari Hatfield (Seal)

