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5 Attorney for Wayne A. Cook, Trustee of
6 The Wayne A. Cook 1998 Family Trust
7 Dated 12/29/98



8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF BUTTE**

10 NO.: 20CV00905

11 WAYNE A. COOK, TRUSTEE OF THE
12 WAYNE A. COOK 1998 FAMILY
13 TRUST DATED 12/29/98,

COMPLAINT TO FORECLOSE DEED OF
TRUST AND FOR SPECIFIC
PERFORMANCE OF RENTS-AND-PROFITS
CLAUSE

14 Plaintiff,

15 vs.

16 EDWARD F. NIDEROST,
17 INDIVIDUALLY AND AS TRUSTEE OF
18 THE EDWARD F. NIDEROST
19 REVOCABLE LIVING TRUST DATED
NOVEMBER 8, 1998, DOES 1
THROUGH 10,

20 Defendants.

21 _____ /
22
23 Wayne A. Cook, Trustee of The Wayne A. Cook 1998 Family Trust Dated 12/29/98
24 (hereafter referred to "Cook") alleges:

25 1. The place of administration of The Edward F. Niderost Revocable Living Trust Dated
26 November 8, 1998 is Butte County, California.

27 2. On February 28, 2020, defendant Edward F. Niderost, Trustee of The Edward F. Niderost
28 Revocable Living Trust Dated November 8, 1998 (hereafter referred to as "Niderost") delivered to

Matthew N. Fine, MD 401K Plan a promissory note dated February 18, 2020 in the amount of \$500,000 (hereafter the "Fine \$500,000 Note"). A copy of The Fine \$500,000 Note is attached, marked Exhibit 1, and is incorporated herein by reference.

3. On February 28, 2020, defendant Niderost delivered to Matthew N. Fine, MD 401K Plan a deed of trust to secure payment of the Fine \$500,000 Note. A copy of the deed of trust recorded on February 28, 2020 in the Official "Records of the County of Butte as Document No. 2020-0009600 (hereafter referred to as the "Fine Deed of Trust") is attached hereto marked Exhibit 2 and is incorporated herein by reference. The collateral described in the Fine Deed of Trust is commonly known as 2185 Esplanade, Chico, Butte County, California, Butte County Assessor's Parcel No. 006-120-003-000 and is more particularly described as:

A PORTION OF RANCHO ARROYO CHICO LYING WEST OF THE SHASTA ROAD (US 99E) AND NORTH OF LINDO CHANNEL AND NORTH OF THE NORTHERLY BOUNDARY OF BIDWELL COUNTY PARK, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE ON THE WESTERLY SIDE OF SAID SHASTA ROAD, SOUTH 36° 15' EAST, 1096.65 FEET ALONG THE WESTERLY SIDE OF THE SHASTA ROAD FROM A CONCRETE MONUMENT AT THE MOST EASTERLY CORNER OF LOT 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "REED PARK UNIT NO. 1", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 18 OF MAPS, AT PAGE(S) 35; THENCE FROM SAID POINT OF BEGINNING RUNNING SOUTH 36° 15' EAST ALONG THE WESTERLY LINE OF SAID SHASTA ROAD, A DISTANCE OF 520.0 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF BIDWELL COUNTY PARK, MARKED BY A CHISELED CROSS ON CONCRETE RETAINING WALL; THENCE ALONG SAID NORTHERLY BOUNDARY OF BIDWELL COUNTY PARK THE FOLLOWING SIX COURSES AND DISTANCES: SOUTH 87° 10' WEST, 275.0 FEET TO A POINT; THENCE NORTH 85° 03' WEST, 63.2 FEET TO AN IRON PIPE AT AN ANGLE IN THE SOUTHERLY SIDE OF A CONCRETE RETAINING WALL; THENCE ALONG THE SOUTHERLY SIDE OF SAID WALL NORTH 74° 11' WEST, 62.1 FEET TO AN ANGLE IN SAID WALL; THENCE ALONG SAID WALL NORTH 64° 19' WEST, 69.1 FEET TO AN ANGLE IN SAID WALL; THENCE ALONG SAID WALL NORTH 49° 28' WEST 40.5 FEET TO THE END OF SAID WALL; THENCE NORTH 36° 52' WEST, 177.70 FEET TO AN IRON PIPE; THENCE LEAVING THE SAID NORTHERLY BOUNDARY OF BIDWELL COUNTY PARK, NORTH 53° 45' EAST, 359.07 FEET TO THE POINT OF BEGINNING.

1 The property described in the Fine Deed of Trust is hereafter referred to in this Complaint
2 as the "Real Property Collateral."

3 4. Defendants Does 1 through 10, inclusive, have, or claim to have, an interest in the Real
4 Property Collateral, which interest is subsequent to and subject to the lien of the Fine Deed of Trust.
5 The true names or capacities, whether individual, corporate, associate, or otherwise, of defendants
6 Does 1 through 10, inclusive, being unknown, plaintiff sues these defendants by these fictitious
7 names and will amend this Complaint to show their true names and capacities when they are
8 ascertained.

9 5. On March 31, 2020 Matthew N. Fine, MD 401K Plan assigned to Cook all of Matthew
10 N. Fine, MD 401K Plan's rights in the Fine \$500,000 Note. The assignment is in writing at the end
11 of the Exhibit 1 Fine \$500,000 Note. On March 31, 2020 Matthew N. Fine, MD 401K Plan assigned
12 to Cook all of Matthew N. Fine, MD 401K Plan's beneficial interest in the Fine Deed of Trust. A
13 true and correct copy of the assignment of the beneficial interest is attached hereto marked Exhibit
14 3, and is incorporated herein by reference.

15 6. Cook is also the holder in due course of a \$674,062.39 promissory note executed by
16 Niderost and secured by a deed of trust encumbering the Real Property Collateral recorded on
17 February 28, 2020 in the Official "Records of the County of Butte as Document No. 2020-0009601
18 (hereafter referred to as the "Junior Deed of Trust"). This litigation does not seek to foreclose the
19 Junior Deed of Trust. Cook understands that a foreclosure of the Fine Deed of Trust will result in
20 the Junior Deed of Trust being a sold-out junior lien.

21 7. Niderost has defaulted in the payment obligation specified in the Fine \$500,000 Note.
22 Specifically, Niderost has failed to pay the \$5,776.67 installment due on March 28, 2020. Niderost
23 continues to fail and refuses to make the payments of principal and interest due on the Fine \$500,000
24 Note.

25 8. Cook is informed and believes that The Edward F. Niderost Revocable Living Trust Dated
26 November 8, 1998 is a revocable trust, that Edward F. Niderost is the sole settlor and that Edward
27 F. Niderost retains the right to revoke that trust. These allegations are likely to have evidentiary
28 support after a reasonable opportunity for further investigation or discovery. Edward F. Niderost,

1 in his individual capacity is liable for the obligations under the Fine \$500,000 Note and the Fine
2 Deed of Trust.

3 9. The Fine \$500,000 Note and the Fine Deed of Trust provide that on default in payment
4 when due of any indebtedness under the Fine \$500,000 Note and secured by the Fine Deed of Trust,
5 the entire principal and interest will become due and payable at the option of payor/beneficiary. For
6 the default described in Paragraph 7 of this Complaint, Cook has exercised this option and elected
7 to declare the entire sum of principal and interest immediately due and payable. The total amount
8 due consists of the principal sum of \$500,000, plus annual interest from February 28, 2020 at seven
9 percent (7%). Interest accrues at the rate of \$95.89 per day beginning on February 28, 2020 and
10 will continue to the date of entry of judgment in this action.

11 10. Paragraph 5 of the Fine Deed of Trust, in Paragraph 5 provides that as additional security,
12 Trustor [here Niderost] gives to and confers upon the beneficiary the right, power, and authority, to
13 collect the rents, issues, and profits of the property after any default by Trustor in payment of any
14 secured indebtedness. Upon any such default, the beneficiary of the Fine Deed of Trust is given the
15 right at any time without notice, either in person, by agent, or by a receiver to be appointed by a
16 court, and without regard to the adequacy of any security for the indebtedness secured, to enter upon
17 and take possession of the Real Property Collateral, to sue for or otherwise collect such rents, issues,
18 and profits, including those past due and unpaid, and apply the same, less costs and expenses of
19 operation and collection, including reasonable attorney's fees, upon any indebtedness secured by the
20 Fine Deed of Trust. By this pleading Cook demands that Niderost permit Cook to enter on and take
21 possession of the Real Property Collateral to collect the rents, issues, and profits of the Real Property
22 Collateral.

23 11. There is no adequate remedy at law to enforce the provision of Paragraph 5 of the Fine
24 Deed of Trust.

25 12. Cook has performed all conditions, covenants, and promises required to be performed
26 by the holder of the Fine \$500,000 Note and the Fine Deed of Trust. Cook remains ready and
27 willing to perform any and all of these terms specified of the holder of the Fine \$500,000 Note and
28 the beneficiary of the Fine Deed of Trust.

13. The consideration received by Niderost for execution of the Fine \$500,000 Note and the Fine Deed of Trust was fair, just, and reasonable.

14. Cook is informed and believes that Edward F. Niderost's residence and usual place of abode is at property other than the Real Property Collateral.

15. Under the terms of the Fine \$500,000 Note and the Fine Deed of Trust, Niderost promised to pay as attorney's fees, in any action brought to enforce the Fine \$500,000 Note and the Fine Deed of Trust, the sum adjudged by the court to be reasonable. The sum of \$3,000 is a reasonable sum to be allowed for attorney's fees in the event of a default judgment.

WHEREFORE, plaintiff requests judgment as follows:

1. Against defendant Edward F. Niderost, Trustee of The Edward F. Niderost Revocable Living Trust Dated November 8, 1998 for the sum of \$500,000.00 principal, together with interest from February 28, 2020, at the annual rate of seven percent (7%), as provided in the Fine \$500,000 Note, amounting to \$95.89 per day beginning on February 28, 2020 to the date of entry of judgment;

2. That the claims of defendants Does 1 through 10 to the property be adjudged subject, subsequent, and subordinate to the Fine Deed of Trust;

3. For an order appointing a receiver, pendente lite, to take possession of the Real Property Collateral, to conserve and manage it, and to collect any and all rents, issues, and profits from it;

4. For a judgment directing Edward F. Niderost, Trustee of The Edward F. Niderost Revocable Living Trust Dated November 8, 1998 and anyone holding title to the Real Property Collateral under Edward F. Niderost, Trustee of The Edward F. Niderost Revocable Living Trust Dated November 8, 1998 to deliver possession of the property and rents, issues, and profits from the property to Plaintiff;

6. That the Fine Deed of Trust be foreclosed and the usual judgment be made for the sale of the property according to law by the levying officer; that the proceeds of the sale be applied to the amounts due to Plaintiff; and that Defendants and all persons claiming under them, after recordation of the Fine Deed of Trust, as lien claimants, judgment creditors, claimants under a junior deed of trust or mortgage, purchasers, encumbrancers, or otherwise, be barred and foreclosed from all rights, claims, interests, or equity of redemption in the property encumbered by the Fine Deed of

1 Trust when time for redemption has elapsed;

2 7. That the Court award Plaintiff judgment and execution against Defendants Edward F.
3 Niderost, individually and as Trustee of The Edward F. Niderost Revocable Living Trust Dated
4 November 8, 1998 for any deficiency that may remain after applying all the proceeds of the
5 foreclosure sale which are applicable to the satisfaction of the amounts found due by the court under
6 Paragraph 1 of this request for judgment;

7 8. That Plaintiff or any other party to this suit may become a purchaser at the foreclosure
8 sale;

9 9. That the levying officer, after the time for redemption has elapsed, execute a deed to the
10 purchaser at the foreclosure sale according to law, and that the purchaser be let into possession of
11 the property on production of that deed; and

12 10. That the court award such other and further relief as it may deem proper.

13
14 Dated: April 21, 2020



Raymond L. Sandelman
Attorney for Wayne A. Cook, Trustee of
The Wayne A. Cook 1998 Family Trust
Dated 12/29/98

EXHIBIT 1

DO NOT DESTROY THIS NOTE:

When paid, this Note and the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance of the Deed of Trust will be made.

**INSTALLMENT NOTE
(INTEREST ONLY PAYMENTS)**

\$500,000.00

02/18/2020

File No. 0403-6153035

For value received, all of the undersigned (collectively referred to as "Maker"), jointly and severally promise to pay to Matthew N. Fine, MD 401K Plan or order ("Holder"), at P.O. Box 6191, Oroville, CA 95965 or as directed otherwise in writing by Holder, the principal sum of five hundred thousand Dollars (**\$500,000.00**), with interest from the 28th day of February, **2020** on the amounts of principal remaining from time to time unpaid, until said principal sum is paid in full, at the rate of Seven per cent (7.00000 %) per annum, payable in monthly installments equal to interest only or more on the 28th day of each and every Month, beginning on the 28th day of March, **2020**, and continuing until the 28th day of February, **2027**, at which time the entire unpaid principal and any accrued interest is all due and payable in full.

If payment of any portion of the installment is delinquent more than **10** days, the Holder may, at his sole option, assess a late charge of **5%** of the amount of the installment for each installment so delinquent.

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

If this note is secured by real property consisting of one to four residential dwelling units, and is for a term of more than one year and includes a balloon payment provision, the following statement applies:

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

All payments under this Note shall be made in lawful money of the United States of America. Payments shall be credited first against any costs or expenses due under this Note, then to accrued interest, and finally to principal. The principal amount of this Note may be prepaid, in whole or in part, at any time without penalty (unless a separate prepayment penalty provision is specifically included in the Note, which terms shall override this statement), in which event, interest shall cease to accrue on the portion of the principal so prepaid. Should any amount under this Note not be paid when due, then all remaining principal and accrued interest shall become immediately due and payable at the option of Holder. In no event shall the interest rate charged under this Note exceed the maximum rate permitted under applicable law.

EXHIBIT 1

**INSTALLMENT NOTE
(INTEREST ONLY PAYMENTS)**

\$500,000.00

02/18/2020

File No. 0403-6153035

Should suit on this Note or foreclosure of the Deed of Trust (defined below) be commenced, Maker agrees to pay the costs of foreclosure and such additional sums as a court may adjudge reasonable as attorney's fees in any suit.

This Note shall be construed in accordance with the laws of the State of California. Any alteration, change or modification of or to this Note, in order to become effective, shall be made by written instrument executed by both Maker and Holder.

This Note is secured by a deed of trust of even date herewith to **First American Title Insurance Company, a Nebraska Corporation**, as trustee ("Deed of Trust").

**THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY.
IT IS RECOMMENDED THAT YOU CONSULT YOUR LEGAL COUNSEL
BEFORE EXECUTING OR ACCEPTING THIS DOCUMENT.**

"Maker"

The Edward F. Niderost Revocable Living Trust,
Dated November 8, 1988

Edward F. Niderost Trustee
Edward F. Niderost, Trustee

On this date I transfer all interest in subject note above to Wayne A Cook Family Trust, Wayne A Cook and Carol Cook, trustees. Received check # 1104 for \$500,000.00 (Five hundred thousand and 00/100) for payment in full for subject in full

Wm A Cook 3/31/2020

EXHIBIT 2



2020-0009600

RECORDING REQUESTED BY:
Mid Valley Title & Escrow Company

AND WHEN RECORDED MAIL DOCUMENT TO:
Mathew N. Fine, MD 401K Plan
P.O. Box 6191
Oroville, CA 84855

Recorded		REC FEE	48.00
Official Records			
County of		SB2 TAX EXEMPT	0.00
Butte			
CANDACE J. GRUBBS			
County Clerk-Recorder			
		MZ	
09:08AM 28-Feb-2020		Page 1 of 6	

Space Above This Line for Recorder's Use Only

A.P.N.: 006-120-003-000

File No.: 0403-6153035 (mat)

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(LONG FORM)**

THIS DEED OF TRUST, made this **02/18/2020**, between

TRUSTOR: Edward F. Niderost, Trustee of The Edward F. Niderost Revocable Living Trust, Dated November 8, 1988

whose address is **1077 Via Verona Drive, Chico, CA 95973,**

TRUSTEE: First American Title Insurance Company, a Nebraska Corporation

and **BENEFICIARY: Matthew N. Fine MD 401K Plan**

WITNESSETH: That Trustor irrevocably grants to Trustee in trust, with power of sale, that property in the City of Chico, County of Butte, State of California, described as:

A PORTION OF RANCHO ARROYO CHICO LYING WEST OF THE SHASTA ROAD (US 99E) AND NORTH OF LINDO CHANNEL AND NORTH OF THE NORTHERLY BOUNDARY OF BIDWELL COUNTY PARK, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE ON THE WESTERLY SIDE OF SAID SHASTA ROAD, SOUTH 36° 15' EAST, 1096.65 FEET ALONG THE WESTERLY SIDE OF THE SHASTA ROAD FROM A CONCRETE MONUMENT AT THE MOST EASTERLY CORNER OF LOT 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "REED PARK UNIT NO. 1", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 18 OF MAPS, AT PAGE(S) 35; THENCE FROM SAID POINT OF BEGINNING RUNNING SOUTH 36° 15' EAST ALONG THE WESTERLY LINE OF SAID SHASTA ROAD, A DISTANCE OF 520.0 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF BIDWELL COUNTY PARK, MARKED BY A CHISELED CROSS ON CONCRETE RETAINING WALL; THENCE ALONG SAID NORTHERLY BOUNDARY OF BIDWELL COUNTY PARK THE FOLLOWING SIX COURSES AND DISTANCES: SOUTH 87° 10' WEST, 275.0 FEET TO A POINT; THENCE NORTH 85° 03' WEST, 63.2 FEET TO AN IRON PIPE AT AN ANGLE IN THE SOUTHERLY SIDE OF A CONCRETE RETAINING WALL; THENCE ALONG THE SOUTHERLY SIDE OF SAID WALL NORTH 74° 11' WEST, 62.1 FEET TO AN ANGLE IN SAID WALL; THENCE ALONG SAID WALL NORTH 64° 19' WEST, 69.1 FEET TO AN ANGLE IN SAID WALL; THENCE ALONG SAID WALL NORTH 49° 28' WEST 40.5 FEET TO THE END OF SAID WALL; THENCE NORTH 36° 52' WEST, 177.70 FEET TO AN IRON PIPE;

(Continued on Page 2)

1193 (1/94)

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EXHIBIT 2

**THENCE LEAVING THE SAID NORTHERLY BOUNDARY OF BIDWELL COUNTY PARK, NORTH
53° 45' EAST, 359.07 FEET TO THE POINT OF BEGINNING.**

together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$500,000.00, with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

- 1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- 4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all cost, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- 5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(Continued on Page 3)

B. It is mutually agreed:

- 1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.
- 3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easements thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- 5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts

(Continued on Page 4)

shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

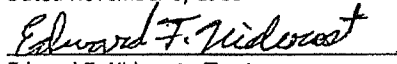
After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 7) That Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- 8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 10) Trustor requests that copies of the notice of default and notice of sale be sent to Trustor's address as shown above.

Beneficiary requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Beneficiary's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the California Civil Code.

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

The Edward F. Niderost Revocable Living Trust,
Dated November 8, 1988


Edward F. Niderost, Trustee

(Continued on Page 5)

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 CA)SS
COUNTY OF Butte)

On 2-25-2020, before me, M. THOMPSON, Notary Public, personally appeared Edward F. Niderost, 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.

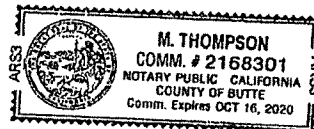
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal



Notary Signature



(Continued on Page 6)

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: First American Title Insurance Company, a Nebraska Corporation, Trustee

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: _____

By _____

By _____

NOTE: Signatures on this Request for Full Reconveyance must be notarized.

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

EXHIBIT 3

RECORDING REQUESTED BY
Mid Valley Title and Escrow Company
Trustee's No. 6205462
Order No.
Loan No.

WHEN RECORDED MAIL TO:
Wayne Allen Cook
PO Box 4724
Chico, CA 95926



2020-0015736

Recorded	REC FEE	21.00
Official Records		
County of Butte	SB2 TAX	75.00
CANDACE J. GRUBBS		
County Clerk-Recorder		
09:52AM 16-Apr-2020	RR	Page 1 of 2

AP# 006-120-003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned grants, assigns and transfers to; **Wayne Allen Cook, trustee of The Wayne Allen Cook 1998 Family Trust dated 12/29/98**, all beneficial interest under that certain Deed of Trust dated February 18, 2020 executed by Edward F. Niderost, trustee of The Edward F. Niderost Revocable Living Trust, dated November 8, 1988, Trustor, to Mathew N. Fine MD 401k Plan, Trustee, and recorded February 28, 2020, as document number 2020-0009600, of Official Records in the office of the County Recorder of Butte County, California, describing land therein as setforth in said Deed of Trust, together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: March 31, 2020

Matthew N. Fine MD 401k Plan

Matthew N. Fine, administrator/trustee

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 Butte)

On April 14, 2020

before me, Stephanie N. Archie

Notary Public, personally appeared Matthew N. Fine 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

Notary Public

EXHIBIT 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Butte)

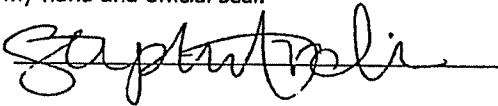
On April 14, 2020 before me, Stephanie N. Archie, Notary Public, personally appeared
Matthew N. Fine

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



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity _____

Name of Person or Entity _____

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____