

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

OSAMA YOUNAN, P.E.
GENERAL MANAGER
SUPERINTENDENT OF BUILDING

JOHN WEIGHT
EXECUTIVE OFFICER

June 27, 2025

Council District: # 8

Honorable Council of the City of Los Angeles
Room 395, City Hall

JOB ADDRESS: **3961 SOUTH WESTERN AVENUE, LOS ANGELES, CA**
AKA: **3959 SOUTH WESTERN AVENUE, LOS ANGELES, CA**
ASSESSORS PARCEL NO. (APN): **5035-009-026**
Re: Invoice #878946-6

Pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Los Angeles Department of Building and Safety (LADBS) investigated and identified code violations at: **3961 South Western Avenue, Los Angeles, CA (AKA: 3959 South Western Avenue, Los Angeles, CA)** ("Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Pursuant to Section 98.0421, the property owner was issued an order on November 15, 2022, to pay a code violation inspection fee after violations were identified and verified upon inspection. The code violation inspection fees imposed by the LADBS are as follows:

<u>Description</u>	<u>Amount</u>
Code Violation Investigation fee	336.00
System Development Surcharge	20.16
Late Charge/Collection fee (250%)	840.00
System Development Surcharge late fee	50.40
Title Report fee	30.00
Grand Total	\$ <u>1,276.56</u>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$1,276.56** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that Council instruct LADBS to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$1,276.56** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

Ana Mae Yutan
Chief, LADBS Resource Management Bureau

unp. ATTEST: HOLLY L. WOLCOTT, CITY CLERK

Lien confirmed by
City Council on:

BY: _____
DEPUTY

EXHIBIT A



1649 BUCKINGHAM RD.
LOS ANGELES, CA 90019
Phone 310-943-9235 latitle@in2-res.com

Property Title Report

Work Order No. T18130
Dated as of: 08/01/2024

Prepared for: City of Los Angeles

SCHEDULE A

(Reported Property Information)

APN #: 5035-009-026

Property Address: 3961 S WESTERN AVE **City:** Los Angeles **County:** Los Angeles

VESTING INFORMATION

Type of Document: GRANT DEED

Grantee : WESTERN AND LEIGHTON, LLC

Grantor : MARTIN OROZCO

Deed Date : 09/28/2005 **Recorded :** 02/16/2006

Instr No. : 06-0358294

MAILING ADDRESS: WESTERN AND LEIGHTON, LLC
1517 S SEPULVEDA BLVD, LOS ANGELES, CA 90025-3311

SCHEDULE B

LEGAL DESCRIPTION

Lot Number: 1 **Tract No:** 4463 **Brief Description:** TRACT NO 4463 (EX OF STS) LOT 1

MORTGAGES/LIENS

Type of Document: DEED OF TRUST

Recording Date: 03/01/2022 **Document #:** 22-0235782

Loan Amount: \$585,000

Lender Name: BANK OF THE WEST

Borrowers Name: WESTERN AND LEIGHTON, LLC

MAILING ADDRESS: BANK OF THE WEST
3260 VETERANS BLVD FARGO, ND 58104

This page is part of your document - DO NOT DISCARD

06 0358294

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
02/16/06 AT 08:00am

TITLE(S) :

deed



FEE



D.T.T.

878,40
3593,30

NOTIFICATION SENT \$4

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

0035 - 009 - 006

001

THIS FORM IS NOT TO BE DUPLICATED

2/16/06

LandAmerica Commercial Services

RECORDING REQUESTED BY
Lawyers Title Company
Order no. 9500882-68
Escrow No. 225985-TD

06 0358294

WHEN RECORDED MAIL TO:
Western and Leighton, LLC
Attn: Geoffrey Grossman
1517 S. Sepulveda Blvd.
Los Angeles, CA 90025

MAIL TAX STATEMENTS TO:
AS ABOVE SET FORTH

THE SPACE ABOVE IS FOR RECORDER'S USE

GRANT DEED

APN#5035-009-026

THE UNDERSIGNED GRANTOR DECLARE(S):
DOCUMENTARY TRANSFER TAX IS: \$878.40 L.A County 80; \$3,593.50 L.A. City 44
(XX) COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
() COMPUTED ON FULL VALUE OF LIENS AND ENCUMBRANCES REMAINING
AT THE TIME OF SALE
() UNINCORPORATED AREA (XX) CITY OF LOS ANGELES

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED,

MARTIN OROZCO, A MARRIED MAN

HEREBY GRANT(S) TO:

WESTERN AND LEIGHTON, LLC, A NEVADA LIMITED LIABILITY COMPANY

The following described real property, in the City of Los Angeles, County of Los Angeles, State
of California:

LOT 1 OF TRACT NO. 4463, AS PER MAP RECORDED IN BOOK 48, PAGE 31 OF MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DATE: September 28, 2005

2/16/06

PAGE 2
CONTINUED FROM PAGE 1
GRANT DEED
APN#5035-009-026

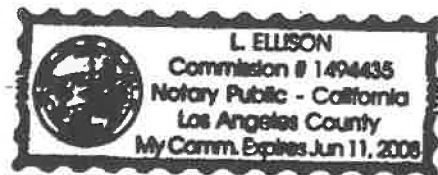
Martin Orozco
MARTIN OROZCO

STATE OF California)
COUNTY OF Los Angeles)SS.

ON September 30, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY
PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED
Martin Orozco, PERSONALLY
KNOWN TO ME OR 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 ACKNOWLEDGES 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.

[Signature]



(NOTARY SEAL)

ESCROW NO. 225985-TD

ORDER NO. 9500882-68

06 0358294

This page is part of your document - DO NOT DISCARD



20220235782



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

03/01/22 AT 08:00AM

Pages:
0012

FEES:	97.00
TAXES:	0.00
OTHER:	0.00
SB2:	225.00
PAID:	322.00



LEADSHEET



202203011100055

00022015733



013200204

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

30079405

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE COMPANY

WHEN RECORDED MAIL TO:

Bank of the West
BCM Fargo
3260 Veterans Blvd.
Fargo, ND 58104

30079405 AA

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated February 22, 2022, among WESTERN AND LEIGHTON, LLC., a Nevada limited liability company, whose address is 1517 S SEPULVEDA, LOS ANGELES, CA 90025 ("Trustor"); BANK OF THE WEST, whose address is SME BBC Las Vegas #00084, 701 North Valle Verde, Henderson, NV 89014 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First Santa Clara Corporation, a California Corporation, whose address is 2527 Camino Ramon, San Ramon, CA 94583 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **LOS ANGELES County, State of California:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 4463, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 48, PAGES 31 THROUGH 34, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

The Real Property or its address is commonly known as 3959 S WESTERN AVE, LOS ANGELES, CA 90062. The Assessor's Parcel Number for the Real Property is 5035-009-026.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or

DEED OF TRUST (Continued)

Loan No: _

Page 2

threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial 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 an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on

DEED OF TRUST (Continued)

Loan No: _

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account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect

**DEED OF TRUST
(Continued)**

until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

DEED OF TRUST (Continued)

Loan No: _

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Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the indebtedness or Trustor's ability to perform Trustor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust 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 the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the 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 cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the 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 in accordance with applicable law. 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 shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost 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.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full

extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses 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), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LOS ANGELES County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

DEED OF TRUST (Continued)

Loan No: _

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NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of California. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Nevada.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Nevada.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. To the extent permitted by applicable law, all parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means BANK OF THE WEST, and its successors and assigns.

Borrower. The word "Borrower" means WESTERN AND LEIGHTON LLC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**DEED OF TRUST
(Continued)**

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means BANK OF THE WEST, its successors and assigns.

Note. The word "Note" means the promissory note dated February 22, 2022, in the original principal amount of **\$585,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.


Trustee. The word "Trustee" means First Santa Clara Corporation, a California Corporation, whose address is 2527 Camino Ramon, San Ramon, CA 94583 and any substitute or successor trustees.

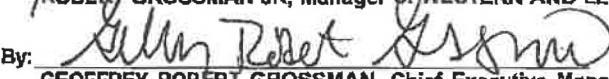
Trustor. The word "Trustor" means WESTERN AND LEIGHTON LLC..

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

WESTERN AND LEIGHTON LLC. A NEVADA LIMITED LIABILITY COMPANY

By: 
ROBERT GROSSMAN JR, Manager of WESTERN AND LEIGHTON LLC.

By: 
GEOFFREY ROBERT GROSSMAN, Chief Executive Manager of WESTERN AND LEIGHTON LLC.

DEED OF TRUST
(Continued)

Loan No: _____

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CERTIFICATE OF ACKNOWLEDGMENT

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 Los Angeles)

On 02/26, 2022 before me, Dale Marc Effren, Notary Public
(here insert name and title of the officer)

personally appeared ~~ROBERT GROSSMAN JR~~ and GEOFFREY ROBERT GROSSMAN, 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 [Signature]



(Seal)

(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

ACKNOWLEDGMENT

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
County of Los Angeles

On 02/24/2022 before me, Dale Marc Effren, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Robert Grossman
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)



DEED OF TRUST
(Continued)

Loan No: _____

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CERTIFICATE OF ACKNOWLEDGMENT

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 Nevada)
) SS
COUNTY OF Clark)

On February 23, 2022, 2022 before me, Lillian Medina a Notary Public
(here insert name and title of the officer)

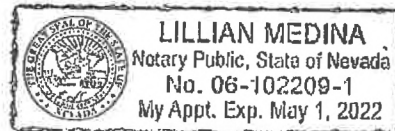
personally appeared ROBERT GROSSMAN JR and GEEFREY ROBERT GROSSMAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (S) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity(ies), 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 Nevada (S) that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lillian Medina



(Seal)

(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

EXHIBIT B

ASSIGNED INSPECTOR: **JAVIER RAMOS**
JOB ADDRESS: **3961 SOUTH WESTERN AVENUE, LOS ANGELES, CA**
AKA: 3959 SOUTH WESTERN AVENUE, LOS ANGELES, CA
ASSESSORS PARCEL NO. (APN): **5035-009-026**

Date: June 27, 2025

Last Full Title: **08/01/2024**

Last Update to Title:

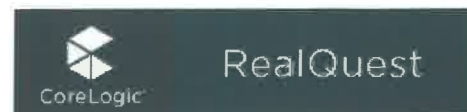
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LIST OF OWNERS AND INTERESTED PARTIES

- 1) WESTERN AND LEIGHTON, LLC
1517 S. SEPULVEDA BOULEVARD
LOS ANGELES, CA 90025-3311

CAPACITY: OWNER
- 2) BANK OF THE WEST
3260 VETERANS BOULEVARD
FARGO, ND 58104

CAPACITY: INTERESTED PARTY

Property Detail Report**For Property Located At :****3959 S WESTERN AVE, LOS ANGELES, CA 90062-1114****Owner Information**

Owner Name: **WESTERN & LEIGHTON LLC**
 Mailing Address: **1517 S SEPULVEDA BLVD, LOS ANGELES CA 90025-3311 C061**
 Vesting Codes: **// CO**

Location Information

Legal Description: **TRACT NO 4463 (EX OF STS) LOT 1**
 County: **LOS ANGELES, CA** APN: **5035-009-026**
 Census Tract / Block: **2314.00 / 2** Alternate APN:
 Township-Range-Sect: Subdivision: **4463**
 Legal Book/Page: **48-31** Map Reference: **51-E1 /**
 Legal Lot: **1** Tract #: **4463**
 Legal Block: School District: **LOS ANGELES**
 Market Area: **PHHT** School District Name: **LOS ANGELES**
 Neighbor Code: Munic/Township: **LOS ANGELES**

Owner Transfer Information

Recording/Sale Date: **/** Deed Type:
 Sale Price: 1st Mtg Document #:
 Document #:

Last Market Sale Information

Recording/Sale Date: **02/16/2006 / 09/28/2005** 1st Mtg Amount/Type: **\$520,000 / CONV**
 Sale Price: **\$798,545** 1st Mtg Int. Rate/Type: **/**
 Sale Type: **FULL** 1st Mtg Document #: **358295**
 Document #: **358294** 2nd Mtg Amount/Type: **/**
 Deed Type: **GRANT DEED** 2nd Mtg Int. Rate/Type: **/**
 Transfer Document #: Price Per SqFt: **\$226.92**
 New Construction: Multi/Split Sale:
 Title Company: **LANDAMERICA COM'L SVCS**
 Lender: **CATHAY BK**
 Seller Name: **OROZCO MARTIN**

Prior Sale Information

Prior Rec/Sale Date: **01/15/2004 / 11/04/2003** Prior Lender: **PRIVATE INDIVIDUAL**
 Prior Sale Price: **\$450,000** Prior 1st Mtg Amt/Type: **\$346,000 / PRIVATE PARTY**
 Prior Doc Number: **105073** Prior 1st Mtg Rate/Type: **/ FIXED RATE LOAN**
 Prior Deed Type: **GRANT DEED**

Property Characteristics

Year Built / Eff:	1968 / 1968	Total Rooms/Offices	Garage Area:	
Gross Area:	3,519	Total Restrooms:	Garage Capacity:	
Building Area:	3,519	Roof Type:	Parking Spaces:	
Tot Adj Area:		Roof Material:	Heat Type:	
Above Grade:		Construction:	Air Cond:	NONE
# of Stories:		Foundation:	Pool:	
Other Improvements:		Exterior wall:	Quality:	
		Basement Area:	Condition:	

Site Information

Zoning:	LAC2	Acres:	0.17	County Use:	STORES (1100)
Lot Area:	7,289	Lot Width/Depth:	x	State Use:	
Land Use:	STORE BUILDING	Res/Comm Units:	1 / 1	Water Type:	
Site Influence:				Sewer Type:	

Tax Information

Total Value:	\$1,048,828	Assessed Year:	2023	Property Tax:	\$13,309.63
Land Value:	\$709,292	Improved %:	32%	Tax Area:	67
Improvement Value:	\$339,536	Tax Year:	2023	Tax Exemption:	
Total Taxable Value:	\$1,048,828				

Comparable Sales Report

For Property Located At



RealQuest

3959 S WESTERN AVE, LOS ANGELES, CA 90062-1114**20 Comparable(s) Selected.**

Report Date: 08/13/2024

Summary Statistics:

	Subject	Low	High	Average
Sale Price	\$798,545	\$401,000	\$70,500,000	\$8,968,625
Bldg/Living Area	3,519	2,993	4,000	3,508
Price/Sqft	\$226.92	\$119.20	\$23,500.00	\$2,621.57
Year Built	1968	1910	1985	1940
Lot Area	7,289	3,150	9,038	5,508
Bedrooms	0	0	0	0
Bathrooms/Restrooms	0	0	0	0
Stories	0.00	1.00	1.00	1.00
Total Value	\$1,048,828	\$62,020	\$12,139,184	\$1,940,016
Distance From Subject	0.00	1.83	5.85	4.24

* = user supplied for search only

Comp #:	1		Distance From Subject: 1.83 (miles)		
Address:	2710 W SLAUSON AVE, LOS ANGELES, CA 90043-3252				
Owner Name:	CHANTILLY INVESTMENTS LLC				
Seller Name:	CLIFFORD JOSEPH				
APN:	4005-017-030	Map Reference:	51-C4 /	Building Area:	3,600
County:	LOS ANGELES, CA	Census Tract:	2347.00	Total Rooms/Offices:	
Subdivision:	4515	Zoning:	LAC2	Total Restrooms:	
Rec Date:	03/29/2024	Prior Rec Date:	09/01/2016	Yr Built/Eff:	1924 / 1924
Sale Date:	03/26/2024	Prior Sale Date:	08/31/2016	Air Cond:	NONE
Sale Price:	\$1,000,000	Prior Sale Price:	\$600,000	Pool:	
Sale Type:	FULL	Prior Sale Type:	FULL	Roof Mat:	ROLL COMPOSITION
Document #:	205282	Acres:	0.15		
1st Mtg Amt:		Lot Area:	6,333		
Total Value:	\$669,308	# of Stories:	1		
Land Use:	STORE BUILDING	Park Area/Cap#:	/		

Comp #:	2			Distance From Subject: 1.85 (miles)	
Address:	5326 S HOOVER ST, LOS ANGELES, CA 90037-3734				
Owner Name:	MORALES HERMINIO				
Seller Name:	JONES EDWARD A SR L/TR				
APN:	5001-026-007	Map Reference:	52-A3 /	Building Area:	3,683
County:	LOS ANGELES, CA	Census Tract:	2327.02	Total Rooms/Offices:	

Subdivision:	2515	Zoning:	LAC2	Total Restrooms:	
Rec Date:	01/25/2024	Prior Rec Date:		Yr Built/Eff:	1918 /
Sale Date:	01/10/2024	Prior Sale Date:		Air Cond:	NONE
Sale Price:	\$500,000	Prior Sale Price:		Pool:	
Sale Type:	FULL	Prior Sale Type:		Roof Mat:	
Document #:	55486	Acres:	0.12		
1st Mtg Amt:		Lot Area:	5,119		
Total Value:	\$62,020	# of Stories:			
Land Use:	STORE BUILDING	Park Area/Cap#:	/		

Comp #:	3	Distance From Subject:	2.10 (miles)
Address:	3510 S MAIN ST, LOS ANGELES, CA 90007-4414		
Owner Name:	4225 SOUTH BROADWAY LLC		
Seller Name:	POLIANTHES TUBEROSE LLC		
APN:	5120-008-003	Map Reference:	52-B1 /
County:	LOS ANGELES, CA	Census Tract:	2311.00
Subdivision:	POTTERS WOODLAWN	Zoning:	LAM1
Rec Date:	06/13/2024	Prior Rec Date:	03/18/1980
Sale Date:	06/07/2024	Prior Sale Date:	
Sale Price:	\$900,000	Prior Sale Price:	\$125,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	387608	Acres:	0.13
1st Mtg Amt:		Lot Area:	5,860
Total Value:	\$357,346	# of Stories:	
Land Use:	STORE BUILDING	Park Area/Cap#:	/
Building Area:	3,750	Total Rooms/Offices:	
Total Restrooms:		Yr Built/Eff:	1921 / 1921
Air Cond:	NONE	Pool:	
Roof Mat:			

Comp #:	4	Distance From Subject:	2.57 (miles)
Address:	7027 S WESTERN AVE, LOS ANGELES, CA 90047-1844		
Owner Name:	7027 S WESTERN AVE LLC		
Seller Name:	CASTLE SHANITA		
APN:	6016-026-006	Map Reference:	51-E5 /
County:	LOS ANGELES, CA	Census Tract:	2373.00
Subdivision:	6279	Zoning:	LAC2
Rec Date:	06/05/2024	Prior Rec Date:	04/13/2021
Sale Date:	05/21/2024	Prior Sale Date:	02/25/2021
Sale Price:	\$1,635,000	Prior Sale Price:	\$650,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	365980	Acres:	0.12
1st Mtg Amt:	\$1,135,000	Lot Area:	5,332
Total Value:	\$676,260	# of Stories:	1
Land Use:	STORE BUILDING	Park Area/Cap#:	/
Building Area:	3,771	Total Rooms/Offices:	
Total Restrooms:		Yr Built/Eff:	1938 / 1940
Air Cond:	NONE	Pool:	
Roof Mat:	ROLL COMPOSITION		

Comp #:	5	Distance From Subject:	2.88 (miles)
Address:	6601 S BROADWAY, LOS ANGELES, CA 90003-1869		
Owner Name:	M & R AVILA LLC		
Seller Name:	RIVERA JOSE		
APN:	6012-005-039	Map Reference:	52-A5 /
County:	LOS ANGELES, CA	Census Tract:	2393.10
Subdivision:	WINTON & MCLEODS FIGUEROA STRE	Zoning:	LAC2
Rec Date:	12/04/2023	Prior Rec Date:	03/20/2009
Sale Date:	11/17/2023	Prior Sale Date:	03/10/2009
Sale Price:	\$700,000	Prior Sale Price:	\$250,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	838112	Acres:	0.07
1st Mtg Amt:		Lot Area:	3,150
Total Value:	\$371,314	# of Stories:	
Building Area:	3,000	Total Rooms/Offices:	
Total Restrooms:		Yr Built/Eff:	1925 / 1925
Air Cond:	NONE	Pool:	
Roof Mat:			

Land Use: **STORE BUILDING** Park Area/Cap#: **/**

Comp #: **6** Distance From Subject: **3.21 (miles)**
 Address: **7212 S BROADWAY, LOS ANGELES, CA 90003-2030**
 Owner Name: **YOUSSEFIAN FARAZ/YOUSSEFIAN PAYAM**
 Seller Name: **CARSTEN CO LLC**
 APN: **6031-002-004** Map Reference: **52-A5 /** Building Area: **3,682**
 County: **LOS ANGELES, CA** Census Tract: **2396.01** Total Rooms/Offices:
 Subdivision: **PECKHAMS MONETA AVE SQUARE** Zoning: **LAC2** Total Restrooms:
 Rec Date: **05/29/2024** Prior Rec Date: **09/16/2005** Yr Built/Eff: **1922 / 1924**
 Sale Date: **05/24/2024** Prior Sale Date: **08/23/2005** Air Cond: **NONE**
 Sale Price: **\$4,600,000** Prior Sale Price: Pool:
 Sale Type: **FULL** Prior Sale Type: **N** Roof Mat: **ROLL COMPOSITION**
 Document #: **348620** Acres: **0.21**
 1st Mtg Amt: Lot Area: **9,038**
 Total Value: **\$1,161,136** # of Stories: **1**
 Land Use: **STORE BUILDING** Park Area/Cap#: **/**

Comp #: **7** Distance From Subject: **3.31 (miles)**
 Address: **7421 S BROADWAY, LOS ANGELES, CA 90003-2033**
 Owner Name: **7421 BROADWAY LLC**
 Seller Name: **CAMDEN JOONZ LLC**
 APN: **6031-009-020** Map Reference: **52-A6 /** Building Area: **3,360**
 County: **LOS ANGELES, CA** Census Tract: **2396.01** Total Rooms/Offices:
 Subdivision: **PECKHAMS MONETA AVE SQUARE** Zoning: **LAC2** Total Restrooms:
 Rec Date: **12/20/2023** Prior Rec Date: **03/23/2018** Yr Built/Eff: **1967 / 1967**
 Sale Date: **12/14/2023** Prior Sale Date: **11/09/2017** Air Cond: **NONE**
 Sale Price: **\$1,500,000** Prior Sale Price: **\$950,000** Pool:
 Sale Type: **FULL** Prior Sale Type: **FULL** Roof Mat: **ROLL COMPOSITION**
 Document #: **894026** Acres: **0.14**
 1st Mtg Amt: Lot Area: **6,258**
 Total Value: **\$656,184** # of Stories: **1**
 Land Use: **STORE BUILDING** Park Area/Cap#: **/**

Comp #: **8** Distance From Subject: **3.93 (miles)**
 Address: **8914 S WESTERN AVE, LOS ANGELES, CA 90047-3548**
 Owner Name: **WESTERN PINNACLE REALTY LLC**
 Seller Name: **FARLO APARTMENTS LLC**
 APN: **6037-026-031** Map Reference: **57-E2 /** Building Area: **3,600**
 County: **LOS ANGELES, CA** Census Tract: **2384.00** Total Rooms/Offices:
 Subdivision: **622** Zoning: **LAC2** Total Restrooms:
 Rec Date: **03/04/2024** Prior Rec Date: **05/27/2005** Yr Built/Eff: **1948 / 1948**
 Sale Date: **02/27/2024** Prior Sale Date: **04/13/2005** Air Cond: **NONE**
 Sale Price: **\$875,000** Prior Sale Price: **\$340,000** Pool:
 Sale Type: **FULL** Prior Sale Type: **FULL** Roof Mat: **ROLL COMPOSITION**
 Document #: **138207** Acres: **0.14**
 1st Mtg Amt: Lot Area: **6,003**
 Total Value: **\$455,509** # of Stories: **1**
 Land Use: **STORE BUILDING** Park Area/Cap#: **/**

Comp #: **9** Distance From Subject: **4.34 (miles)**

Address:	241 S MARKET ST, INGLEWOOD, CA 90301-2305		
Owner Name:	IMAN DESIGN & DEV INC		
Seller Name:	STUART-SADOW TRUST		
APN:	4021-014-007	Map Reference:	57-A1 /
County:	LOS ANGELES, CA	Census Tract:	6010.01
Subdivision:	INGLEWOOD PROP	Zoning:	INC1*
Rec Date:	03/26/2024	Prior Rec Date:	10/24/2014
Sale Date:	03/18/2024	Prior Sale Date:	10/01/2013
Sale Price:	\$800,000	Prior Sale Price:	\$360,000
Sale Type:	FULL	Prior Sale Type:	FULL
		Building Area:	3,750
		Total Rooms/Offices:	
		Total Restrooms:	
		Yr Built/Eff:	1936 / 1946
		Air Cond:	NONE
		Pool:	
		Roof Mat:	ROLL COMPOSITION
Document #:	193138	Acres:	0.09
1st Mtg Amt:	\$450,000	Lot Area:	3,751
Total Value:	\$415,857	# of Stories:	1
Land Use:	STORE BUILDING	Park Area/Cap#:	/

Comp #:	10	Distance From Subject:	4.67 (miles)
Address:	228 E 1ST ST, LOS ANGELES, CA 90012-3801		
Owner Name:	230 E 1ST STREET LLC		
Seller Name:	EI-CORONA LLC		
APN:	5161-016-008	Map Reference:	44-D3 /
County:	LOS ANGELES, CA	Census Tract:	2062.01
Subdivision:	1666	Zoning:	LAC2
Rec Date:	03/29/2024	Prior Rec Date:	03/17/2016
Sale Date:	11/15/2023	Prior Sale Date:	02/12/2016
Sale Price:	\$2,350,000	Prior Sale Price:	\$1,750,000
Sale Type:	FULL	Prior Sale Type:	FULL
		Building Area:	3,411
		Total Rooms/Offices:	
		Total Restrooms:	
		Yr Built/Eff:	1910 / 1923
		Air Cond:	NONE
		Pool:	
		Roof Mat:	
Document #:	205809	Acres:	0.08
1st Mtg Amt:	\$1,655,000	Lot Area:	3,345
Total Value:	\$1,991,197	# of Stories:	
Land Use:	STORE BUILDING	Park Area/Cap#:	/

Comp #:	11	Distance From Subject:	4.68 (miles)
Address:	611 S FAIRFAX AVE, LOS ANGELES, CA 90036-3698		
Owner Name:	FAIRFAX 6TH HOLDING CO LLC		
Seller Name:	99 CENTS ONLY STORES LLC		
APN:	5510-026-042	Map Reference:	42-F1 /
County:	LOS ANGELES, CA	Census Tract:	2147.00
Subdivision:	7555	Zoning:	LAC2
Rec Date:	07/08/2024	Prior Rec Date:	09/15/2005
Sale Date:	06/28/2024	Prior Sale Date:	09/09/2005
Sale Price:	\$6,046,500	Prior Sale Price:	\$4,000,000
Sale Type:	FULL	Prior Sale Type:	
		Building Area:	3,300
		Total Rooms/Offices:	
		Total Restrooms:	
		Yr Built/Eff:	1930 / 1940
		Air Cond:	NONE
		Pool:	
		Roof Mat:	
Document #:	441640	Acres:	0.10
1st Mtg Amt:		Lot Area:	4,404
Total Value:	\$1,388,364	# of Stories:	
Land Use:	STORE BUILDING	Park Area/Cap#:	/

Comp #:	12	Distance From Subject:	4.77 (miles)
Address:	1118 FIRESTONE BLVD, LOS ANGELES, CA 90001-3737		
Owner Name:	BOW TRUSS INVESTMENTS LLC		
Seller Name:	CHUNG DANIEL J LIVING TRUST		
APN:	6043-001-006	Map Reference:	58-C2 /
County:	LOS ANGELES, CA	Census Tract:	5351.02
Subdivision:	7421	Zoning:	LCC3*
Rec Date:	04/16/2024	Prior Rec Date:	12/09/1983
Sale Date:	04/08/2024	Prior Sale Date:	
Sale Price:	\$500,000	Prior Sale Price:	\$130,000
		Building Area:	4,000
		Total Rooms/Offices:	
		Total Restrooms:	
		Yr Built/Eff:	1949 / 1949
		Air Cond:	NONE
		Pool:	

Sale Type:	FULL	Prior Sale Type:	FULL	Roof Mat:	ROLL COMPOSITION
Document #:	248260	Acres:	0.10		
1st Mtg Amt:	\$400,000	Lot Area:	4,290		
Total Value:	\$234,249	# of Stories:	1		
Land Use:	STORE BUILDING	Park Area/Cap#:	/		

Comp #: 13

Address: 10401 S WESTERN AVE, LOS ANGELES, CA 90047-4456

Owner Name: MORALES HERMINIO

Seller Name: PALMER ESTELLE L & EDGAR W

APN: 6058-023-001

Map Reference: 57-E3 /

Building Area: 3,364

County: LOS ANGELES, CA

Census Tract: 2380.00

Total Rooms/Offices:

Subdivision: 9759

Zoning: LAC2

Total Restrooms:

Rec Date: 11/28/2023

Prior Rec Date: 10/28/1994

Yr Built/Eff: 1952 / 1952

Sale Date: 11/17/2023

Prior Sale Date:

Air Cond: NONE

Sale Price: \$401,000

Prior Sale Price: \$90,000

Pool:

Sale Type: FULL

Prior Sale Type: FULL

Roof Mat: ROLL COMPOSITION

Document #: 821613

Acres: 0.13

1st Mtg Amt:

Lot Area: 5,702

Total Value: \$278,213

of Stories: 1

Land Use: STORE BUILDING

Park Area/Cap#: /

Distance From Subject: 4.90 (miles)

Distance From Subject: 5.43 (miles)

Comp #:	14		
Address:	6118 SANTA MONICA BLVD, LOS ANGELES, CA 90038-1712		
Owner Name:	LOS ANGELES EV HOLDINGS II LLC		
Seller Name:	CUBBAGE FIELD LLC		
APN:	5534-021-003	Map Reference:	34-C4 /
County:	LOS ANGELES, CA	Census Tract:	1918.10
Subdivision:	EL CENTRO TR	Zoning:	LAC2
Rec Date:	02/07/2024	Prior Rec Date:	08/31/1978
Sale Date:	01/31/2024	Prior Sale Date:	
Sale Price:	\$4,765,000	Prior Sale Price:	\$114,000
Sale Type:	FULL	Prior Sale Type:	FULL
Document #:	84748	Acres:	0.14
1st Mtg Amt:		Lot Area:	5,985
Total Value:	\$248,140	# of Stories:	
Land Use:	STORE BUILDING	Park Area/Cap#:	/

Comp #: 15

Address: 8110 BEVERLY BLVD, LOS ANGELES, CA 90048-4508

Owner Name: 8126 BEVERLY PROPERTIES LLC

Seller Name: KICHAVEN ENTS

APN: 5511-005-020

Map Reference: 33-E6 /

Building Area: 3,500

County: LOS ANGELES, CA

Census Tract: 2146.00

Total Rooms/Offices:

Subdivision: 7355

Zoning: LAC2

Total Restrooms:

Rec Date: 04/22/2024

Prior Rec Date:

Yr Built/Eff: 1931 /

Sale Date: 03/04/2024

Prior Sale Date:

Air Cond: NONE

Sale Price: \$3,300,000

Prior Sale Price:

Pool:

Sale Type: FULL

Prior Sale Type:

Roof Mat:

Document #: 261642

Acres: 0.09

1st Mtg Amt: \$2,000,000

Lot Area: 3,848

Total Value: \$670,617

of Stories:

Land Use: STORE BUILDING

Park Area/Cap#: /

Distance From Subject: 5.45 (miles)

Comp #: 16 Distance From Subject: 5.56 (miles)
 Address: 200 S ROBERTSON BLVD, BEVERLY HILLS, CA 90211-2811
 Owner Name: MAGNUSEN WAYNE A LIVING TRUST
 Seller Name: MAGNUSEN CRAIG E
 APN: 4333-016-043 Map Reference: 42-D1 / Building Area: 3,018
 County: LOS ANGELES, CA Census Tract: 7009.01 Total Rooms/Offices:
 Subdivision: 4988 Zoning: BHC3YY Total Restrooms:
 Rec Date: 05/31/2024 Prior Rec Date: Yr Built/Eff: 1939 / 1950
 Sale Date: 05/16/2024 Prior Sale Date: Air Cond: YES
 Sale Price: \$1,650,000 Prior Sale Price: Pool:
 Sale Type: FULL Prior Sale Type: Roof Mat:
 Document #: 356840 Acres: 0.15
 1st Mtg Amt: Lot Area: 6,740
 Total Value: \$268,995 # of Stories:
 Land Use: STORE BUILDING Park Area/Cap#: /

Comp #: 17 Distance From Subject: 5.83 (miles)
 Address: 7975 MELROSE AVE, LOS ANGELES, CA 90046-7118
 Owner Name: EDINROSE LLC
 Seller Name: QUIET LION 5 LP
 APN: 5527-013-024 Map Reference: 33-F5 / Building Area: 2,993
 County: LOS ANGELES, CA Census Tract: 1944.01 Total Rooms/Offices:
 Subdivision: 4891 Zoning: LAC4 Total Restrooms:
 Rec Date: 12/11/2023 Prior Rec Date: 04/02/1993 Yr Built/Eff: 1949 /
 Sale Date: 12/04/2023 Prior Sale Date: Air Cond: NONE
 Sale Price: \$3,550,000 Prior Sale Price: Pool:
 Sale Type: FULL Prior Sale Type: Roof Mat: ROLL
 COMPOSITION
 Document #: 862439 Acres: 0.11
 1st Mtg Amt: \$1,700,000 Lot Area: 4,639
 Total Value: \$3,424,996 # of Stories: 1
 Land Use: STORE BUILDING Park Area/Cap#: /

Comp #: 18 Distance From Subject: 5.84 (miles)
 Address: 8001 MELROSE AVE, LOS ANGELES, CA 90046-7009
 Owner Name: OH POLLY USA INC
 Seller Name: QUIET LION 4 LP
 APN: 5527-014-001 Map Reference: 33-F5 / Building Area: 3,671
 County: LOS ANGELES, CA Census Tract: 1944.01 Total Rooms/Offices:
 Subdivision: 4891 Zoning: LAC4 Total Restrooms:
 Rec Date: 12/26/2023 Prior Rec Date: 06/01/1979 Yr Built/Eff: 1985 / 1995
 Sale Date: 12/26/2023 Prior Sale Date: Air Cond: NONE
 Sale Price: \$3,300,000 Prior Sale Price: \$195,000 Pool:
 Sale Type: FULL Prior Sale Type: FULL Roof Mat:
 Document #: 906809 Acres: 0.10
 1st Mtg Amt: Lot Area: 4,510
 Total Value: \$3,818,267 # of Stories:
 Land Use: STORE BUILDING Park Area/Cap#: /

Comp #: 19 Distance From Subject: 5.85 (miles)
 Address: 9000 WILSHIRE BLVD, BEVERLY HILLS, CA 90211-1809
 Owner Name: FANDUEL GRP PROP HLDGS LLC
 Seller Name: SCD 9000 WILSHIRE LLC
 APN: 4331-028-004 Map Reference: 42-D1 / Building Area: 3,950
 County: LOS ANGELES, CA Census Tract: 7009.01 Total Rooms/Offices:
 Subdivision: 6380 Zoning: BHC3* Total Restrooms:
 Rec Date: 01/03/2024 Prior Rec Date: 11/26/2019 Yr Built/Eff: 1977 / 1977
 Sale Date: 12/15/2023 Prior Sale Date: 11/25/2019 Air Cond: NONE

Sale Price:	\$70,500,000	Prior Sale Price:	\$18,150,000	Pool:	
Sale Type:	FULL	Prior Sale Type:	FULL	Roof Mat:	
Document #:	4630	Acres:	0.18		
1st Mtg Amt:		Lot Area:	7,953		
Total Value:	\$12,139,184	# of Stories:			
Land Use:	STORE BUILDING	Park Area/Cap#:	/		

Comp #:	20	Distance From Subject: 5.85 (miles)			
Address:	9006 WILSHIRE BLVD, BEVERLY HILLS, CA 90211-1809				
Owner Name:	FANDUEL GRP PROP HLDGS LLC				
Seller Name:	SCD 9000 WILSHIRE LLC				
APN:	4331-028-003	Map Reference:	42-D1 /	Building Area:	3,000
County:	LOS ANGELES, CA	Census Tract:	7009.01	Total Rooms/Offices:	
Subdivision:	6380	Zoning:	BHC3*	Total Restrooms:	
Rec Date:	01/03/2024	Prior Rec Date:	11/26/2019	Yr Built/Eff:	1925 / 1928
Sale Date:	12/15/2023	Prior Sale Date:	11/25/2019	Air Cond:	NONE
Sale Price:	\$70,500,000	Prior Sale Price:	\$18,150,000	Pool:	
Sale Type:	FULL	Prior Sale Type:	FULL	Roof Mat:	
Document #:	4630	Acres:	0.18		
1st Mtg Amt:		Lot Area:	7,897		
Total Value:	\$9,513,165	# of Stories:			
Land Use:	STORE BUILDING	Park Area/Cap#:	/		

EXHIBIT D

ASSIGNED INSPECTOR: JAVIER RAMOS

Date: June 27, 2025

JOB ADDRESS: 3961 SOUTH WESTERN AVENUE, LOS ANGELES, CA

AKA: 3959 SOUTH WESTERN AVENUE, LOS ANGELES, CA

ASSESSORS PARCEL NO. (APN): 5035-009-026

CASE NO.: 967259

ORDER NO.: A-5842936

EFFECTIVE DATE OF ORDER TO COMPLY: November 15, 2022

COMPLIANCE EXPECTED DATE: December 15, 2022

DATE COMPLIANCE OBTAINED: October 25, 2024

.....

LIST OF IDENTIFIED CODE VIOLATIONS (ORDER TO COMPLY)

VIOLATIONS:

SEE ATTACHED ORDER # A-5842936

101121620245518959

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

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PRESIDENT

ELVIN W. MOON
VICE-PRESIDENT

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CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

OSAMA YOUNAN, P.E.
GENERAL MANAGER
SUPERINTENDENT OF BUILDING

JOHN WEIGHT
EXECUTIVE OFFICER

SUBSTANDARD ORDER AND NOTICE OF FEE

GEOFFREY GROSSMAN/WESTERN AND LEIGHTON LLC
413 N. ORANGE DR.
LOS ANGELES, CA 90036

CASE #: 967259

ORDER #: A-5842936

EFFECTIVE DATE: November 15, 2022

COMPLIANCE DATE: December 15, 2022

The undersigned mailed this notice
by regular mail, postage prepaid,
to the addressee on this day,

NOV 01 2022

To the address as shown on the
last equalized assessment roll.
Initialed by: *AV*

APPL OF

SITE ADDRESS: 3961 S WESTERN AVE

ASSESSORS PARCEL NO.: 5035-009-026

ZONE: C2; Commercial Zone

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

FURTHER, THE CODE VIOLATION INSPECTION FEE (C.V.I.F.) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WILL BE BILLED TO THE PROPERTY OWNER. The invoice/notice will be sent to the owner as it appears on the last equalized assessment roll. Section 98.0421 L.A.M.C.

NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00.

Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

As a result of an inspection of the property (Site Address) listed above, this office has determined the building(s) to be SUBSTANDARD as pursuant to the provisions of Division 89 of Article 1 of Chapter IX of the Los Angeles Municipal Code (L.A.M.C.). You are therefore ordered to secure all required permits and begin the necessary work to eliminate the following code violations within 30 days from the effective date of this order. All necessary work shall be completed within 90 days from the effective date of this order. If the necessary permits are not obtained or the required work is not physically commenced within 45 days from the effective date of this order, the Department of Building and Safety may order the owner to cause the building(s) to be vacated.

VIOLATION(S):

1. Hazardous Mechanical Equipment in the restaurant. Hood was enlarged without permits or inspections to accommodate the new equipment installed.

You are therefore ordered to:

- 1) Obtain all required permits, clearances, inspections, and approvals, from all departments to make the mechanical equipment conform and comply with all requirements of the L.A.M.C. if present conditions are to remain.
- 2) Or obtain a repair permit to remove unapproved cooking equipment and return the mechanical equipment(hood) to its original condition when it was first installed,
- 3) Request commercial mechanical inspector inspections and approvals.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



CODE ENFORCEMENT BUREAU
For routine City business and non-emergency services: Call 3-1-1
www.ladbs.org

Code Section(s) in Violation: 91.8902.6, 91.8902, 91.103.1, 12.21A.1.(a) of the L.A.M.C.

Location: Pizza restaurant

Comments: A permit will be required to repair or to maintain the existing hood.

NOTE: A certificate has been filed with the County Recorder noting the above substandard condition.

NON-COMPLIANCE FEE WARNING:

YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION(S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 days from the Compliance Date, will result in imposition of the fee noted below.

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of **\$660.00** may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

NOTE: FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF **\$2,310.00**.

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

PENALTY WARNING:

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

APPEAL PROCEDURES:

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

NOTICE:

Relocation assistance may be required if a tenant is evicted in order to comply with an order from a governmental agency. (LAMC 151.09.A.11 & 163.00 to 163.07) For information, call the Los Angeles Housing Department (LAHD) at (213) 808-8888 or go to: <http://lahd.lacity.org>

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www.ladbs.org

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Any questions regarding invoices or how to pay fees should be directed to financial services at (213) 482-6890.
Any questions regarding the order to comply and compliance matters contact the inspector noted below at (213)978-4513.
Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector:



Date:

October 28, 2022

ENRIQUE PREZA
8475 S Vermont
LOS ANGELES, CA 90044
(213)978-4513
Enrique.Preza@lacity.org


REVIEWED BY

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