

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

0131-613377ala

TO BE RECORDED AND UPON
RECORDATION RETURN TO:

PNC Bank, National Association
Attn: Asset Management, Loan 400690
26901 Agoura Road, Suite 200
Calabasas Hills, CA 91301

FIRST AMERICAN TITLE COMPANY
HEREBY CERTIFIES THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL DOCUMENT

BY: DA

RECORDED: 10/14/16

SERIES NO.: 2016-266424

**PARTIAL RELEASE AND DISCHARGE OF
DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND
FIXTURE FILING**

THIS PARTIAL RELEASE AND DISCHARGE OF DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Agreement**") is made and entered as of this 14 day of September, 2016, by and among FANNIE MAE ("**Fannie Mae**"), U.S. Bank National Association, as Trustee (the "**Bond Trustee**"), as co-beneficiaries (collectively, Fannie Mae and the Bond Trustee are the "**Lender**"), and the Housing Authority of the City of Alameda (the "**Borrower**").

WHEREAS, the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 1, 2005 (the "**Deed of Trust**"), made by the Borrower for the benefit of the Alameda Public Finance Authority (the "**Issuer**") was recorded in the Official Records of the County of Alameda, California (the "**Official Records**") on May 13, 2005, as Document Number 2005200458.

WHEREAS, the beneficial interest of said Deed of Trust is now vested in Lender, pursuant to an Assignment and Intercreditor Agreement, dated as of May 1, 2005, and recorded on May 13, 2005, in the Official Records as Document Number 2005200459. Said Deed of Trust encumbers the fee estate on the real property described in Exhibit A hereto (the "**Mortgaged Property**").

WHEREAS, Lender has been requested to release the lien of the Deed of Trust as an encumbrance against a portion of the Mortgaged Property identified in Exhibit B hereto as Parcel 2 of Parcel A of Eagle Village, including the release of the non-exclusive easement appurtenant to such Parcel 2 (collectively, "**Parcel 2**" herein).

WHEREAS, by this written instrument, Lender desires to release and discharge the Deed of Trust as an encumbrance against Parcel 2 upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender and Borrower hereby agree, as follows:

Section 1. Release and Discharge of Parcel 2 from Deed of Trust. The restrictions, agreements and covenants set forth in the Deed of Trust shall have no further force or effect with respect to Parcel 2, and Parcel 2 is hereby released from the encumbrance created by the Deed of Trust. For purposes of clarity, Parcel 2 also is identified as Alameda County Assessor's Parcel Number (APN) 073-0426-006.

Section 2. Agreement to Record. The Borrower hereby represents, warrants and covenants to cause this Agreement to be recorded in the Official Records. The Borrower shall pay all fees and charges incurred in connection with any such recording.

Section 3. Effective Date. This Agreement shall be effective as of the date hereof.

Section 4. Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 5. Deed of Trust Remains Effective. Except as amended hereby, the Deed of Trust is and shall continue in full force and effect upon its terms and conditions and as an encumbrance against the remainder of the Mortgaged Property as legally described in Exhibit C hereto.

Remainder of this page left blank intentionally

IN WITNESS WHEREOF, Fannie Mae, Bond Trustee and Borrower have made and entered this Agreement, by duly authorized representatives, all as of the date first written above.

FANNIE MAE,
a corporation organized under the laws of the United States,
as Beneficiary

By: PNC Bank, National Association
Its: Attorney in Fact

By: Cynthia Tankowski
Name: Cynthia Tankowski
Title: Senior Vice President

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.

Los Angeles)
California) SS

On Sept 26, 2016, before me, Marie Barbarino, Notary Public, personally appeared Cynthia Tankowski 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 United States that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marie Barbarino (Seal)



U.S. BANK, NATIONAL ASSOCIATION,
as bond trustee and Beneficiary

By: *Myrna P. Choroski*
Name: Myrna P. Choroski
Title: Vice President

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.

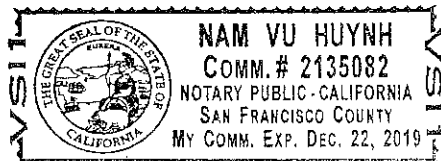
State of California)
County of San Francisco) SS

On September 30th, 2016, before me, Nam Vu Huynh, Notary Public, personally appeared Myrna P. Choroski, 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 United States that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



HOUSING AUTHORITY OF THE CITY OF ALAMEDA,
a corporate body, public and politic,
as Borrower

By: Vanessa Cooper
Name: Vanessa Cooper
Title: Executive Director

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 Alameda) SS

On Sept. 16, 2016, 2016, before me, Rosemary A. Valeska, Notary Public, personally appeared Vanessa Cooper, 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 United States that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rosemary A. Valeska (Seal)

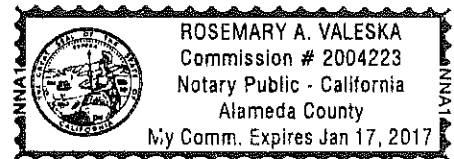


EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY BEFORE PARTIAL RELEASE:

Those certain properties located in the City and County of Alameda, State of California, more particularly described as follows:

EAGLE VILLAGE

PARCEL A:

PARCELS 2 AND 3, PARCEL MAP 3430, FILED APRIL 6, 1981, MAP BOOK 125, PAGE 68, ALAMEDA COUNTY RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL 2 ABOVE FOR DRIVEWAY PURPOSES OVER, UNDER AND ACROSS THAT PORTION OF PARCEL 1, PARCEL MAP 3430, FILED APRIL 6, 1981, MAP BOOK 125, PAGE 68, ALAMEDA COUNTY RECORDS, SHOWN AS "COMMON DRIVEWAY FOR PARCELS 1 AND 2", ON THE MAP OF RECORD, SAID EASEMENT IS TO BE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 2 OF PARCEL MAP 3430.

APN: 073-0426-006 and 073-0426-016

PARROT VILLAGE

Parcel 1, "Parcel Map 2996", filed September 11, 1979, in Book 113 of Parcel Maps, Pages 1 and 2, inclusive, Alameda County Records

APN: 073-0424-002

EXHIBIT B

LEGAL DESCRIPTION OF PARCEL "2" TO BE RELEASED:

EAGLE VILLAGE

PARCEL A:

PARCEL 2, PARCEL MAP 3430, FILED APRIL 6, 1981, MAP BOOK 125, PAGE 68, ALAMEDA COUNTY RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL 2 ABOVE FOR DRIVEWAY PURPOSES OVER, UNDER AND ACROSS THAT PORTION OF PARCEL 1, PARCEL MAP 3430, FILED APRIL 6, 1981, MAP BOOK 125, PAGE 68, ALAMEDA COUNTY RECORDS, SHOWN AS "COMMON DRIVEWAY FOR PARCELS 1 AND 2", ON THE MAP OF RECORD, SAID EASEMENT IS TO BE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 2 OF PARCEL MAP 3430.

APN: 073-0426-006

EXHIBIT C

**LEGAL DESCRIPTION OF MORTGAGED PROPERTY ENCUMBERED BY THE
DEED OF TRUST AFTER THE PARTIAL RELEASE DESCRIBED IN THIS
AGREEMENT:**

EAGLE VILLAGE

PARCEL 3, PARCEL MAP 3430, FILED APRIL 6, 1981, MAP BOOK 125, PAGE 68,
ALAMEDA COUNTY RECORDS.

APN: 073-0426-016

PARROT VILLAGE

Parcel 1, "Parcel Map 2996", filed September 11, 1979, in Book 113 of Parcel Maps, Pages 1
and 2, inclusive, Alameda County Records

APN: 073-0424-002

[End of Document.]