

BENJAMIN R. LEVINSON-SBN 116675  
LEVINSON LAW APC  
4100 Moorpark Avenue, Suite 233  
San Jose, CA 95117  
Telephone: (408) 866-2999  
Facsimile: (408) 866-2992  
E-Mail: ben@benlevinsonlaw.com

Attorney for Secured Creditors  
Y. Tito Sasaki and Janet L. Sasaki Trust

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(Santa Rosa Division)

In re:

Case No. 24-10715-CN  
Chapter 11

KS MATTSON PARTNERS, LP,

RS No. BRL-407

MOTION FOR ORDER TERMINATING  
AUTOMATIC STAY OR REQUIRING  
ADEQUATE PROTECTION  
(APN # 128-422-075-000, Vineburg, California)

DATE: August 15, 2025

TIME: 10:00 a.m.

Debtor.

DEPT: 215 or by Zoom Video/Zoom  
1300 Clay Street, Oakland, CA

Secured Creditor Y. Tito Sasaki and Janet L. Sasaki Trust ("Creditor"), move the Court to make an Order terminating the automatic stay for cause under 11 U.S.C. § 362(d)(1) and lack of equity under 11 U.S.C. § 362(d)(2) with respect to the interest of debtor KS Mattson Partners, LP ("KS Mattson") and the estate's interest in unimproved real property commonly known as APN # 128-422-075-000, Vineburg, California (the "Property") and more particularly described as set forth in the deed of trust attached as Exhibit "B" to the declaration filed herewith.

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1           1.       The Court has jurisdiction on this action pursuant to the provisions of Title 28 U.S.C.  
2 § 1334 and § 157, and 11 U.S.C. § 362.

3           2.       Creditor is the obligee of a promissory note and beneficiary of a first priority deed of trust  
4 on the Property. The borrower on the note is KS Mattson Partners, LP (“KS Mattson”) but the trustor  
5 under Creditor’s deed of trust is Firetree 1. The deed of trust securing the note provides that attorney’s  
6 fees and costs incurred in protecting the security may be included in the outstanding balance under the  
7 note. The current principal balance of Creditor’s note is \$1,500,000.00 and the note is delinquent as of  
8 July 18, 2025, in excess of \$136,338.00.

9           3.       In March 2022 Creditor sold the Properties to KS Mattson for the price of \$2,000,000.00.  
10 As part of that sales transaction, KS Mattson made a down payment of \$500,000.00 and Creditor carried  
11 back the balance of the financing of \$1,500,000.00.

12           4.       Unbeknownst to Creditor, and without its consent, the deed of trust was executed by  
13 Firetree 1 and then recorded.

14           5.       KS Mattson originally defaulted on Creditors’ note by the failure to make payments due  
15 January 25, 2024, and all payments thereafter.

16           6.       As a result of the default of KS Mattson, Redwood Trust Deed Services, Inc. (“RTD”), as  
17 substituted trustee under said deed of trust, recorded a Notice of Default and Election to Sell Under Deed  
18 of trust on July 1, 2024, in the Official Records of Sonoma County, California.

19           7.       No trustee’s sale was set for the Property at the time when Firetree 1 filed a Chapter 11  
20 bankruptcy on September 12, 2024, as Case No. 24-10502-CN in the Santa Rosa Division of the Northern  
21 District of California. The same day Lefever Mattson, a California Corporation (“Lefever Mattson”) filed  
22 its bankruptcy as Case No. 24-10545-CN and the Firetree 1 case is being jointly administrated with the  
23 Lefever Mattson corporate bankruptcy.

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1           8.       On November 22, 2024, an involuntary Chapter 11 petition was filed against KS Mattson  
2 as Case No. 24-10715-CN in the Santa Rosa Division of the Northern District of California. An Order for  
3 relief was later granted on June 9, 2025, in that case.

4           9.       Post-petition interest has continued to accrue on the note from September 2024 through  
5 July 2025, a period of 10 months. As of July 18, 2025, Creditor is owed \$1,636,338.00. An additional  
6 \$6,250.00 becomes due and owing on the twenty-fifth day of each month for July 2025, and each month  
7 thereafter, as well as a late charge of \$500.00 if the payment is made after 15 days of the due date.

8           10.      The Property is encumbered by senior delinquent property taxes in excess of \$73,234.00  
9 according to the website for property taxes in Sonoma County as of July 17, 2025.  
10

11          11.      There is no equity in the Properties and the Properties are not necessary for the  
12 reorganization of Firetree 1 or KS Mattson.

13          12.      The extensive pre-petition default and post-petition default, the failure to pay property  
14 taxes, and the staleness of the Firetree 1 case all provide “cause” to terminate the stay.

15          WHEREFORE Creditor prays judgment as follows:

16          1.       For an Order granting relief from the automatic stay or requiring adequate protection;

17          2.       For an Order that terminates or vacates the automatic stay as to Firetree 1 and to any  
18 interest of debtor KS Mattson and their estates for all purposes as it pertains to Creditor’s interest in the  
19 Property, including all steps necessary to start, continue, and complete a non-judicial foreclosure and to  
20 obtain possession of the Property under California law after completion of foreclosure;

21          3.       For an Order waiving the fourteen-day stay period after entry of the Order under  
22 Bankruptcy Rule 4001(a)(3) and California Civil Code § 2924g(d) to the extent that it applies;

23          4.       For attorney’s fees and costs incurred by Creditor for filing this Motion be included in the  
24 outstanding balance of the note as allowed under non-bankruptcy law;  
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1           5.       For such other and further relief as the Court may deem proper.

2                               LEVINSON LAW APC

3       Dated: July 18, 2025

4                               /S/ BENJAMIN R. LEVINSON

5                               BENJAMIN R. LEVINSON,  
6                               Attorney for Creditor



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Attorney for Secured Creditor  
Y. Tito Sasaki and Janet L. Sasaki Trust

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(Santa Rosa Division)

In re:

Case No. 24-10715-CN  
Chapter 11

KS MATTSON PARTNERS, LP,

RS No. BRL-407

DECLARATION OF Y. TITO SASAKI IN  
SUPPORT OF MOTION FOR ORDER  
TERMINATING AUTOMATIC STAY OR  
REQUIRING ADEQUATE PROTECTION  
(APN # 128-422-075-000, Vineburg,  
California)

DATE: August 15, 2025  
TIME: 10:00 a.m.  
DEPT: 215 or by Zoom Video/Zoom  
Telephone

Debtor.

1300 Clay Street, Oakland, CA

I, Y. TITO SASAKI, declare:

1. I have personal knowledge of the facts stated herein, except those statements made upon information and belief, and as to those statements, I believe them to be true. If called as a witness, I could and would testify to them if called upon to do so.

2. I am the duly authorized and acting servicing agent on behalf of a certain loan held by the Y. Tito Sasaki and Janet L. Sasaki Trust ("Creditor") and made to KS Mattson Partners, LP ("KS

1 Mattson”). In my capacity as servicing agent of Creditor’s loan, I have access to, and I am familiar with,  
2 the books and records kept by me on behalf of Creditor. These books and records have been generated,  
3 recorded, and compiled in the ordinary course of business of my business of servicing this loan. Further,  
4 these documents were prepared at the time, or near the time that the information was received or when the  
5 events and transactions actually took place. It is my standard operating procedure to preserve these  
6 documents in a place of safekeeping on my business premises. I have personal access to these books and  
7 records and their continued safekeeping is maintained under my direction and supervision.  
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9 3. I have personally reviewed my records as they relate to Creditor’s loan to KS Mattson.  
10 The records reflect, among other things, the loan documents, the payments made, the payments missed,  
11 and all charges that have accrued and are accruing under the Creditor’s loan. I am a duly authorized  
12 custodian of my records and I am familiar with the subject loan and the ongoing bankruptcy herein, and I  
13 have authority to certify my records. The statements regarding the loan of Creditor to KS Mattson are  
14 based on my review of my business records.

15 4. The subject real property securing the loan of Creditor is unimproved real property that is a  
16 vineyard known as APN # 128-422-075-000, Vineburg, California (the “Property”).

17 5. In March 2022 Creditor sold the Property to KS Mattson for the price of \$2,000,000.00.  
18 As part of that sales transaction, KS Mattson made a down payment of \$500,000.00 and Creditor carried  
19 back the balance of the financing of \$1,500,000.00.  
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21 6. On or about March 25, 2022, KS Mattson obtained a loan from Creditor, executing and  
22 delivering to Creditor a promissory note in the principal amount of \$1,500,000.00. Said note provides for  
23 interest from the date of funding, on the unpaid balance at the rate of five percent (5.00 %) per annum,  
24 payable in monthly interest only installments of \$6,250.00 beginning April 25, 2022. Said note provides  
25 for payment of the entire principal and interest on or before March 25, 2027. Said note also required  
26 principal reduction payments of \$250,000.00 due at each one year anniversary after close of escrow. Said

1 note further provides for a late charge of \$500.00 on any installment received after fifteen (15) days from  
2 the payment due date. A true and accurate copy of said note is attached hereto as Exhibit “A” and  
3 incorporated herein by reference.

4 7. The note was supposed to be secured by a deed of trust executed by KS Mattson as trustor.  
5 Without knowledge or consent of Creditor, title to the Property must have been transferred to Firetree 1,  
6 LP (“Firetree 1”) and concurrent with the execution of the promissory note, and for the purpose of  
7 securing said obligation, Firetree 1 executed and delivered to Creditor, as beneficiary, a first priority deed  
8 of trust on the Property. The deed of trust provides that attorney’s fees and costs incurred as a result of  
9 protecting the security of the lender may be included in the outstanding balance under the note. Said deed  
10 of trust was recorded March 29, 2022, in the Official Records of Sonoma County, California. A true and  
11 accurate copy of said deed of trust is attached hereto as Exhibit “B” and incorporated herein by reference.

12 8. KS Mattson originally defaulted on Creditor’s note by the failure to make payments due  
13 January 25, 2024, and all payments thereafter.

14 9. As a result of the default of KS Mattson, Redwood Trust Deed Services, Inc. (“RTD”), as  
15 substituted trustee under said deed of trust, recorded a Notice of Default and Election to Sell Under Deed  
16 of trust on July 1, 2024, in the Official Records of Sonoma County, California.

17 10. No trustee’s sale was set for the Property at the time when Firetree 1 filed its Chapter 11  
18 bankruptcy on September 12, 2024, as Case No. 24-10502-CN in the Santa Rosa Division of the Northern  
19 District of California. The same day Lefever Mattson, a California Corporation (“Lefever Mattson”) filed  
20 its bankruptcy as Case No. 24-10545-CN and the Firetree 1 case is being jointly administrated with the  
21 Lefever Mattson corporate bankruptcy.

22 11. On November 22, 2024, an involuntary Chapter 11 petition was filed against KS Mattson  
23 as Case No. 24-10715-CN in the Santa Rosa Division of the Northern District of California. An Order for  
24 relief was later granted on June 9, 2025, in that case.  
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12. Post-petition interest has continued to accrue on the note from September 2024 through June 2025, a period of 10 months.

13. Actual delinquent amounts due to Creditor, as of July 18, 2025, are as follows:

Payments due for Jan. 2024- June 2025 (18 @ \$6,250.00)	\$ 112,500.00
Late Charges (18 @ \$500.00)	\$ 9,000.00
Foreclosure Fees and Costs	\$ 4,838.00
Attorney fees and costs	\$ 10,000.00
<b>TOTAL</b>	<b><u>\$ 136,338.00</u></b>

The current principal balance of the loan is \$1,500,000.00. An additional \$6,250.00 becomes due and owing on the twenty-fifth day of each month for July 2025, and each month thereafter, as well as a late charge of \$500.00 that is due fifteen days after the payment due date until the loan is paid in full.

14. I am informed and believe that the Property is encumbered by senior delinquent property taxes in excess of \$73,234.00 according to the website for property taxes in Sonoma County as of July 17, 2025.

15. Although this Property was supposed to be marketed for sale, I am informed and believe that it has not been listed for sale.

16. The Property is not necessary to the reorganization of Firetree 1 or KS Mattson.

17. The extensive pre-petition default and post-petition default, the failure to pay property taxes, and the staleness of this case all provide "cause" to terminate the stay.

18. It has been necessary for Creditor to retain the services of LEVINSON LAW APC to represent Creditor in this bankruptcy. Pursuant to the terms of the promissory note and deed of trust herein and 11 U.S.C. § 506, Creditor is entitled to recovery of its attorney fees incurred for services rendered in enforcing this obligation.

1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct and that this declaration was executed on July 17, 2025, in Vineburg,  
3 California.

4 /S/ Y. TITO SASAKI  
Y. TITO SASAKI, Declarant  
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# **EXHIBIT A**

**PROMISSORY NOTE SECURED BY DEED OF TRUST****\$1,500,000.00****Date: March 25, 2022**

Citrus Heights, California

FOR VALUE RECEIVED, the undersigned, **KS MATTSON PARTNERS LP** (hereinafter Maker), a California Limited Partnership, hereby promises to pay **Y. TITO SASAKI AND JANET L. SASAKI TRUST** (hereinafter collectively Holder), or order, at **PO BOX 200, VINEBURG, CA 95487**, or at such other place as Holder may designate in writing, the principal sum of **ONE MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$1,500,000.00)**, together with interest on the unpaid balance of this Note from time to time at an annual rate set forth below from the date of advance until **March 25, 2027**, at which time the entire remaining unpaid principal balance together with interest due thereon shall become due and payable.

**Definition of Parties:** The parties agree that **KS MATTSON PARTNERS LP** shall be designated in this Note as "Borrower" or "Note Maker" or "Maker" and **Y. TITO SASAKI AND JANET L. SASAKI TRUST** shall be referred to collectively as "Lender" or "Note Holder" or "Holder."

**Interest:** Interest on the unpaid balance will accrue from the date of advance at an annual rate of **FIVE PERCENT (5%)** for the five (5) years of this five-year Note.

**Payment Form:** All sums due under this Note are payable in lawful money of the United States. Checks constitute payment only when collected. Holder may request other forms of payment such as electronic funds transfer if so desired.

**Method of Calculating Interest:** Monthly interest shall be calculated as one-twelfth (1/12) of the annual interest rate irrespective of the actual number of days in a month. The daily interest shall be computed based on a 360-day year and the actual number of days elapsed.

**Payees:** All payments and repayments under this Note shall be made to **Y. Tito Sasaki and Janet L. Sasaki Trust**.

**Interest Only Payments during Sixty (60) Months:** For the five years from March 25, 2022, the monthly interest on the outstanding principal balance of this Note is 1/12 of 5% of the outstanding principal balance, and shall be payable monthly for sixty (60) months beginning April 25, 2022. Each monthly interest payment shall be made payable to **Y. Tito Sasaki and Janet L. Sasaki Trust**.

**Principal Reduction Payments at end of Each Year for Sixty (60) Months:** Principal payments in the amount of \$250,000 due at each one year anniversary after close of escrow; all outstanding principal due in full and payable at the end of the fifth (5th) anniversary.

**Loan Maturity:** On March 25, 2027, the entire principal balance together with accrued interest shall become due and payable.

**Default:** Maker will be in default under this Note if any of the following happens: (a) Maker fails to pay any installment or other sum due under this Note when due and payable, or (b) Maker or his successor in interest, without the consent in writing of the Holder, sell, transfer or convey or permit to be sold, transferred or conveyed, his interest in the property that the securing Deed of Trust of this Note is issued on, or (c) an Event of Default as defined in the Deed of Trust takes place, or (d) Cross Default where any default by Maker as to any other loan or loans by Holder to Maker is deemed by Holder a default under this Note, or (e) any breach of any other promise or obligation in this Note or in any other instrument now or hereafter securing the indebtedness evidenced by this Note. In the event of a default, Holder may, at its option, declare this Note (including, without limitation, all accrued interest and charges) due and payable immediately regardless of the Maturity Date. Maker expressly waives notice of the exercise of this option.

**Late Charge:** Maker acknowledges that default in the payment of any sum due under this Note will result in losses and additional expenses to Holder in servicing the indebtedness evidenced by this Note, handling such delinquent payments, and meeting its other financial obligations. Maker further acknowledges that the extent of such loss and additional expenses is difficult and impractical to ascertain. Maker therefore agrees that, if any payment due under this note is not made within fifteen (15) days when due, Maker shall pay a Late Charge of Five Hundred Dollars (\$500.00) as liquidated damages without prejudicing or affecting any other rights or remedies of Holder.

**Payment Allocation:** Each payment under this Note shall be credited in the following order: first, (a) costs, fees, charges, and advances paid or incurred by Holder or payable to Holder under any provision of this Note or the Deed of Trust, in such order as Holder in its sole and absolute discretion elects; then, (b) interest payable under this Note; and finally, (c) principal under the Note.

**Interest on Interest:** If any interest payment under this Note is not paid when due, the unpaid interest shall be added to the principal of this Note, shall become and be treated as principal, and shall thereafter bear like interest.

**Attorney Fees:** Maker agrees to pay the following costs, expenses, and attorney fees paid or incurred by Holder, or adjudged by a court: (a) reasonable costs of collection and costs, expenses, and attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; (b) reasonable costs, expenses, and attorney fees paid or incurred in connection with representing Holder in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note; (c) reasonable costs, expenses, and attorney fees incurred to protect the lien of the Deed of Trust; and (d) costs of suit and such sum as the court may adjudge as attorney fees in any action to enforce payment of this Note or any part of it.

**Waiver:** Maker, endorsers, and all other persons liable or to become liable on this Note waive presentment, protest, and demand; notice of protest, demand, and dishonor; and all other notices or matters of a like nature. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**Notice:** Any notice required to be provided in this Note shall be given in writing and shall be sent: (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; or (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service, marked for next business day delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated in this Note or to such other address as party may designate by written notice to the other. All notices shall be deemed effective on the earliest of: (a) actual receipt; or (b) rejection of delivery; or (c) if sent by certified mail, the third day on which regular United States mail delivery service is provided after the day of mailing; or (d) if sent by overnight delivery service, on the next business day after the day of sending.

**Secured by First Deed of Trust:** This note is secured by, among other things, the First Deed of Trust. Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the Deed of Trust) of even date herewith made by Maker, as Trustor, for the benefit of Holder, as Beneficiary.

**Forbearance Not a Waiver:** If Holder delays in exercising or fails to exercise any of its rights under this Note, that delay or failure shall not constitute a waiver of any Holder rights or of any breach, default, or failure of condition under this Note. No waiver by Holder of any of its rights or any such breach, default, or failure of condition shall be effective unless the waiver is expressly stated in a writing by Holder.

**Assignment:** This Note inures to and binds the heirs, legal representatives, successors, and assigns of Maker and Holder; provided, however, that Maker may not assign this Note or any proceeds of it, or assign or delegate any of its rights or obligations, without Holder's prior written consent in each instance. Holder in its sole discretion may transfer this Note, and may sell or assign participations or other interests in all or any part of this Note, all without notice to or consent of Maker. If Holder transfers this note, subsequent Holder becomes a Holder-in-due-course who may then take this Note free of personal defenses that the note Maker might raise against the original note Holder in a collection action. Personal defenses include all defenses except an incapacity because of infancy, an incapacity that renders the transaction a nullity, duress, illegality, misrepresentation that induces the party to sign the instrument with neither knowledge nor reasonable opportunity to obtain knowledge of its character or its essential terms, discharge in insolvency proceedings, and any other discharge of which the Holder has notice when the Holder takes the instrument.

**Governing Law:** This Note shall be construed and enforceable according to the laws of the State of California for all purposes.

**Usury:** All agreements between Maker and Holder are expressly limited so that in no event or contingency, whether because of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to Holder for the use, forbearance, or retention of the money to be advanced under this Note exceeds the highest lawful rate permissible under applicable usury laws. If, under any circumstances, fulfillment of any provision of

APN: 128-422-075

this Note or the Deed of Trust securing this Note or any other agreement pertaining to this Note, after timely performance of such provision is due, shall involve exceeding the limit of validly prescribed by law that a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity. If, under any circumstances, Holder shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to reduce the unpaid principal balance under this Note, or if such excessive portion of interest exceeds the unpaid principal balance under this Note, the net excess shall be refunded to Maker. This provision shall control every other provision of all agreements between Maker and Holder.


**Time is of the Essence:** Time is of the essence with respect to all obligations of Maker under this Note.

Executed at Citrus Heights, California, on the 27<sup>th</sup> day of February, 2022

**Note Maker:**

**KS MATTSON PARTNERS LP**, a California Limited Partnership

DocuSigned by:

By: 

Name: **Kenneth W. Mattson, Managing Partner**

Mailing Address: PO Box 5490, Vacaville, CA 95696

# **EXHIBIT B**



**2022022375**RECORDING REQUESTED BY:  
STEWART TITLE OF SACRAMENTO

AND WHEN RECORDED MAIL TO:

Y. Tito Sasaki and Janet L. Sasaki, Co-Trustees of the Y Tito Sasaki  
and Janet L. Sasaki Trust datedP.O. Box 200  
Vineburg, CA 95487-0200Official Records of Sonoma County  
Deva Marie Proto  
03/29/2022 11:52 AM  
STEWART TITLE OF PLACER, INC. | CARMICHAEL

TRD 6 Pgs

Fee: \$29.00



THIS SPACE FOR RECORDER'S USE ONLY:

**LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made March 14, 2022 between

Firetree I, LP, A California Limited Liability Company, herein called Trustor,  
whose address is: 6359 Auburn Blvd. Ste B, Citrus Heights, Ca, 95621 andExempt from fee under GC 27388.1(a)(2);  
recorded concurrently in connection with a  
transfer subject to the imposition of  
documentary transfer tax

Stewart Title of Sacramento, a California Corporation, herein called Trustee, and

Y. Tito Sasaki and Janet L. Sasaki, Co-Trustees of the Y Tito Sasaki and Janet L. Sasaki Trust dated,  
January 15, 1988 herein called BENEFICIARY,WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST,  
WITH POWER OF SALE that property in County, California, described as:  
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOFTOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right power and authority  
given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to  
collect and apply such rents, issues and profits.For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or  
contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and  
any extension or renewal thereof, in the principal sum of \$1,500,000.00 executed by Trustor in favor of  
Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from  
Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

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

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

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

6. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money(ies) received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That by accepting payment of any sum secured hereby its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness

secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

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

After deducting all costs, fees and expenses of Trustee and of this trust, including 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.

12. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

13. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether, or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

14. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Dated 3-14-22

Firetree I, LP, A California Limited Partnership  
BY: Kenneth Mattson, A California Corporation  
its general partner  
BY Kenneth Mattson, managing partner

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 Sacramento

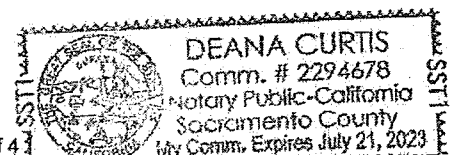
On 3-14-22 before me, Deana Curtis  
appeared Kenneth Mattson  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)

LONG FORM DEED OF TRUST

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REQUEST FOR FULL RECONVEYANCE

TO: Stewart Title of Sacramento, a California Corporation, TRUSTEE

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

Dated \_\_\_\_\_

\_\_\_\_\_

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

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

Please mail Reconveyance to:

\_\_\_\_\_

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

## EXHIBIT "A" LEGAL DESCRIPTION

### Parcel One:

That certain portion of the lands of Y. Tito Sasaki and Janet L. Sasaki, Co-Trustees of the Y. Tito Sasaki and Janet L. Sasaki Trust dated January 15, 1988 as described in that certain Grant Deed Recorded February 28, 1992 as Instrument No. 1992 0021455 Sonoma County Records (SCR), as said real Property is shown upon that certain Record of Survey filed May 10, 2005, in Book 676 of Maps, at Page 17 SCR (said real Property hereinafter referred to as Instrument No. 1992 0021455), lying Westerly of the following described line:

Commencing for reference at the Eastern most corner of the said lands of Sasaki (Deed Instrument No 1992 0021455), being the intersection of the Northern boundary of the lands of the Sonoma Valley County Sanitation District as described in that certain Grant Deed Recorded January 8, 1999 as Instrument No. 1999 0002914 SCR (said Grant Deed being hereafter referred to as Instrument No. 1999 0002914), with the Western boundary of Schellville Road as shown upon said Record of Survey Map; thence from said Point of Commencement, Westerly for reference along the said Northern boundary, and the Northern boundary of the lands of the Sonoma Valley County Sanitation District as described in that certain Deed Recorded February 28, 1965 in Book 2190 of Official Records, Page 923 Instrument No. J 85578, as shown upon said Record of Survey Map, South 89° 40' 29" West 1159.36 feet to the Point of Beginning of the real property herein described; thence from said Point of Beginning, departing from said Northern boundary, North 00° 19' 31" West 264.08 feet; thence North 08° 29' 25" East 375.38 feet to an angle point in the Northern boundary of said lands of Sasaki (Instrument No. 1992 0021455), said angle point being the Southern most corner of the lands of Corinne F. Church described in that certain Quitclaim Deed Recorded June 9, 2005 as Document 2005 080610 SCR, said angle point in the Northern boundary being the intersection of the courses "South 24° 11' 49" East 96.25' (M)" and "North 65° 48' 11" East 809.50' (M)", as shown upon said Record of Survey Map, being the Point of Terminus of the line herein described.

Excepting therefrom:

### Parcel D

Being a portion of the lands of Y. Tito Sasaki, Trustee of the Y. Tito Sasaki and Janet L. Sasaki Trust dated January 15, 1988, as described in Deed Recorded July 2, 2010 as Instrument No. 20100054864, dated July 2, 2010, Sonoma County Records, and more particularly described as follows:

Commencing at an angle point in the lands of Y. Tito Sasaki, Trustee of the Y. Tito Sasaki and Janet L. Sasaki Trust dated January 15, 1988, as said angle point is shown on that certain Record of Survey filed in Book 676 of Maps at Page 17, Official Records of the County of Sonoma, marked with a 1/2" iron pipe tagged LS 4483 lying at the terminus of those certain courses labeled North 6° 18' 29" East, 114.06 feet and North 80° 20' 29" East 31.20 feet; thence South 6° 18' 29" West, 45.25 feet along the common boundary of said lands of Sasaki Trust and lands of Terrance Garrison and Lynn Garrison, Trustees of the Garrison Revocable Trust dated 2/27/92 as described by Document No. 2003087301, Official Records of the County of Sonoma to the True Point of Beginning; thence leaving said Common Boundary, South 42° 00' 08" East, 40.18 feet; thence South 77° 51' 39" East, 71.33 feet to a point on said Common boundary; thence along said Common boundary the following two courses: South 77° 16' 09" West, 106.80 feet; North 6° 18' 29" East, 68.81 feet to the True Point of Beginning.

Also excepting therefrom:

### Parcel F

Being a portion of the lands of Y. Tito Sasaki, Trustee of the Y. Tito Sasaki and Janet L. Sasaki Trust dated January 15, 1988, as described in Deed Recorded July 2, 2010 as Instrument No. 20100054864, dated July 2, 2010, Sonoma County Records, and more particularly described as follows:

Beginning at an angle point in the lands of Y. Tito Sasaki, Trustee of the Y. Tito Sasaki and Janet L. Sasaki Trust dated January 15, 1988, as said angle point is shown on that certain Record of Survey filed in Book 676 of Maps at Page 17, Official Records of the County of Sonoma, marked with a 1/2" iron pipe tagged LS 5092 lying at the terminus of those certain courses labeled South 36° 49' 01" East, 640.46 and North 77° 16' 09" West, 349.41; thence South 77° 16' 09" West, 117.35 feet to the True Point of Beginning.

Order No.: 1604813  
Grant Deed Sale

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feet along the common boundary of said lands of Sasaki Trust and lands of Saul A. Gropman and Anna K. Moller-Racke as described by Document No. 2005128112, Official Records of the County of Sonoma; thence leaving said Common boundary along a tangent curve concave southwesterly with a radius of 181 feet, through a central angle of 65° 54' 50" for an arc length of 208.22' to a point on the Northeasterly boundary of said lands of Sasaki Trust; thence along said boundary, North 36° 49' 01" West, 117.35 feet to the Point of Beginning.

#### Parcel Two

Being a portion of the lands of Terrance Garrison and Lynn Garrison, as described in Instrument No. 2003087301, dated April 18, 2003, Quitclaimed to Mark Garrison on October 23, 2007, Recorded as Instrument 2007115733, both Sonoma County Records, and more particularly described as follows:

Beginning at an angle point in the lands of Y. Tito Sasaki, Trustee of the Y. Tito Sasaki and Janet L. Sasaki Trust dated January 15, 1988, as said angle point is shown on that certain Record of Survey filed in Book 676 of Maps at Page 17, Official Records of the County of Sonoma, marked with a 1/2" iron pipe tagged LS 4483 lying at the terminus of those certain courses labeled North 6° 18' 29" East, 114.06 feet and North 80° 20' 29" East 31.20 feet; thence South 6° 18' 29" West, 45.25 feet along the common boundary of said lands of Sasaki Trust and the lands of Terrance Garrison and Lynn Garrison, Trustees of the Garrison Revocable Trust dated 2/27/92 as described by Document No. 2003087301, Official Records of the County of Sonoma; thence leaving said Common Boundary, North 42° 00' 08" West, 51.50 feet to a point on the Southerly boundary of San Luis Road; thence along said Southerly boundary, North 80° 20' 29" East, 40.00 feet to the Point of Beginning.

#### Parcel Three

Being a portion of the lands of Saul A. Gropman and Anna K. Moller-Racke as described in Deed Recorded August 30, 2005 as Instrument No. 2005128112, dated August 30, 2005, Sonoma County Records, and more particularly described as follows:

Beginning at an angle point in the lands of Y. Tito Sasaki, Trustee of the Y. Tito Sasaki and Janet L. Sasaki Trust dated January 15, 1988, as said angle point is shown on that certain Record of Survey filed in Book 676 of Maps at Page 17, Official Records of the County of Sonoma, marked with a 1/2" iron pipe tagged LS 4483 lying at the terminus of those certain courses labeled North 77° 16' 09" West, 349.41 feet and South 6° 18' 29" West, 80.56 feet; thence North 6° 18' 29" East, 80.56 feet along the common boundary of said lands of Sasaki Trust and lands of Saul A. Gropman and Anna K. Moller-Racke as described by Document No. 2005128112, Official Records of the County of Sonoma; thence leaving said Common Boundary, South 22° 39' 26" East, 59.46 feet; thence South 79° 54' 18" East, 45.32 feet to a point on said Common boundary; thence along said Common boundary, South 77° 16' 09" West, 78.30 feet to the Point of Beginning.

#### Parcel Four

Being a portion of the lands of Terrance Garrison and Lynn Garrison, as described in document number 2003087301, dated April 18, 2003, Quitclaimed to Mark Garrison on October 23, 2007, Recorded as Document Number 2007115733, both Sonoma County Records, and more particularly described as follows:

Beginning at an angle point in the lands of Y. Tito Sasaki, Trustee of the Y. Tito Sasaki and Janet L. Sasaki Trust dated January 15, 1988, as said angle point is shown on that certain Record of Survey filed in Book 676 of Maps at Page 17, Official Records of the County of Sonoma, marked with a 1/2" iron pipe tagged LS 4483 lying at the terminus of those certain courses labeled S 36° 49' 01" E, 300.28 feet and North 77° 16' 09" East, 372.05 feet; thence South 77° 16' 09" West, 97.90 feet along the common boundary of said lands of Sasaki Trust and lands of Terrance Garrison and Lynn Garrison, Trustees of the Garrison Revocable Trust dated 2/27/92 as described by Document No. 2003087301, Official Records of the County of Sonoma; thence leaving said Common Boundary along a tangent curve concave southwesterly with a radius of 151 feet, through a central angle of 65° 54' 50" for an Arc Length of 173.71 feet, to a point on the Southwesterly boundary of said lands of Sasaki Trust; thence along said boundary, North 36° 49' 01" West 97.90 feet to the Point of Beginning.

#### Parcel Five

Easement Agreement by Sonoma Valley County Sanitation and between Janet Sasaki and Title Sasaki, dated January 15, 1988, recorded on February 23, 2011 in Instrument No. 2011017304.