

<Date>

<Name>

<Escrow Officer>

<Company>

<Address>

Name of Buyer: _____ (the "Buyer")

Address of Property: _____, _____, CA

Purchase Price: _____ (the "Purchase Price")

Order Number: _____

Re: Closing for AC Boost Down Payment Assistance Loan

Dear Escrow Officer:

This letter constitutes the escrow instructions of the County of Alameda, a political subdivision of the State of California (the "County"), in connection with the purchase of the property identified above by the Buyer and the closing of the County Loan (as defined below). These instructions are to be read in conjunction with the escrow instructions submitted to you by _____ (the "Seller"), the Buyer, _____ (the "First Lender(s)"), and other lenders involved in the transaction, if any.

I. Transaction.

The Seller owns property located at _____, _____, California (the "Property").

The Buyer will purchase the Property from the Seller for the Purchase Price set forth above. Through this escrow, the Buyer will receive a loan through the AC Boost Program to assist the Buyer in purchasing the Property in the amount of _____ (\$ _____) (the "County Loan"). The County Loan will be evidenced by a promissory note in favor of the County (the "County Note") and secured by a Deed of Trust and Security Agreement (the "County Deed of Trust") to be recorded against the Property. In connection with the County Loan, the Buyer and County will also

enter into a Occupancy, Shared Appreciation, and Refinance Restriction Agreement (the "Shared Appreciation Agreement").

II. First Lender Loan.

A lender will make a purchase money loan to the Buyer (the "First Lender Loan(s)") for the Property, which will be evidenced by one or more promissory note(s) (the "First Lender Note(s)") and secured by one or more deed(s) of trust (the "First Lender Deed(s) of Trust") in first lien position on the Buyer's fee interest in the Property.

[All financing used by Buyer for purchase money financing should be described here.]

III. Deposit of Documents into Escrow.

The County will deposit the following documents into escrow (the "County Documents"):

- A. The County Deed of Trust to be executed by the Buyer, as trustor, for the benefit of the County.
- B. The County Note to be executed by the Buyer in favor of the County.
- C. The County Shared Appreciation Agreement executed by the Buyer and County.
- D. The Borrower's Disclosure Statement executed by the Buyer.
- E. County Request(s) for Notice of Default in connection with the First Lender Deed(s) of Trust (the "County Request(s) for Notice of Default") to be executed by the Buyer.

The First Lender(s) will deposit the following documents into escrow (the "First Lender(s) Documents"):

- A. The First Lender Note(s) to be executed by the Buyer in favor of the First Lender(s); and
- B. The First Lender Deed(s) of Trust to be executed by the Buyer, as trustor, for the benefit of the First Lender(s), to secure the First Lender Note(s).

IV. Deposit of Funds.

The County will deposit the amount of the County Loan into escrow (the "County Funds").

The Buyer will deposit funds sufficient to pay the necessary costs and fees to close into escrow (the "Buyer Funds").

V. Conditions of Closing.

You may close this Escrow only upon fulfillment of all of the following conditions:

- A. You have obtained the signatures of the Buyer on all of the County Documents that are required to be executed by the Buyer;
- B. You hold the documents referred to in Section III, duly executed and acknowledged where required, with all appropriate exhibits attached (and such exhibits include but are not limited to the executed County Note, County Deed of Trust, and Disclosure Statement which are attached to the Shared Appreciation Agreement).
- C. You have inserted the date of recordation and instrument number into all documents received into escrow pursuant to these instructions that contain blanks for dates and instrument numbers relating to the date of execution of documents or recordation of documents;
- D. You have ensured that the proper legal description is attached to the County Documents;
- E. You have verified that the Buyer has obtained property insurance for the full replacement value of the Property naming as an additional insured the County of Alameda (the "Homeowner's Policy");
- F. You have received the County Funds;
- G. You have received the Buyer Funds;
- H. You have met all of the requirements of the First Lender(s) and any other lenders to the transaction pursuant to their respective escrow instructions;
- I. You have transmitted to the County the final settlement statement to be signed by the Buyer in connection with Buyer's purchase of the Property (the "Settlement Statement") and you have received verbal confirmation from the County that it approves of the Settlement Statement;
- J. You have met all of the requirements of these escrow instructions and are prepared to issue to the County a 2021 ALTA Lender's Policy of Title Insurance in the amount of the County Loan naming the County as insured and insuring the County that the County Deed of Trust constitutes a valid lien against the Property subject only to the First Lender Deed of Trust, Shared Appreciation Agreement and following exceptions as listed in that certain preliminary title report from your company dated _____, 20__ :

[Insert the number of the exception and a brief description, such as title parties and recording number]

- #1)
- #2)

(the "County Lender's Title Policy"); and

K. You have written or oral confirmation from the County's representative that all conditions of closing required by the parties hereto have been satisfied.

VI. Recording Requirements.

A. You have inserted all dates where there are blanks in the County Documents, attached correct legal descriptions where appropriate, and attached the following Exhibits to the Shared Appreciation Agreement:

1. Exhibit B – copy of signed County Note
2. Exhibit C – copy of signed Borrower's Disclosure Statement
3. Exhibit D – Form of Owner Occupancy Certification (to be left blank)

B. All County documents are to be recorded at no charge pursuant to California Government Code Section 27383. If a recording fee is charged by the County you are to pay the recording fee and be reimbursed through this escrow.

C. Upon meeting the conditions of closing in Section V above, you are instructed to immediately record in the Official Records of Alameda County the following documents (collectively the "Recorded Documents"), in the order set forth below, against the Property:

1. Grant Deed;
2. First Lender Deed(s) of Trust;
3. Shared Appreciation Agreement;
4. County Deed of Trust
5. [List other deeds of trust for approved financing and requests for notices of default related to such financing]

Immediately upon recordation of the Recorded Documents, you are instructed to notify Florence Szeto by phone or email at (415) 481-3116 or florence@hellohousing.org.

VII. Disbursement of Funds.

The County Funds and the Buyer Funds shall be disbursed in accordance with the Settlement Statement reviewed by the County and Buyer's escrow instructions.

VIII. Delivery of the Recorded Documents and Policies.

You are instructed to deliver the following documents, which, where applicable, are to include recording information certified as correct by the Title Company, within seventy-two (72) hours of the close of escrow:

The original County Note, a copy of these escrow instructions signed by the Title Company, final Settlement Statement, a set of all the conforming Recorded Documents, which are to include, where applicable, recording information certified as correct by the Title Company, a copy of the Homeowner's Policy, the original County Lender's Title Policy, and copies of all other County Documents and First Lender(s) Documents and any other documents related to the transaction to:

Alameda County
Housing and Community Development Department
Attn: Angelica Guardianic
224 W. Winton Avenue, Room 108
Hayward, CA 94544

AND

Buyer name(s)
Address
Address

IX. Costs, Fees, and Premiums.

All costs, fees, and premiums associated with this escrow will be paid by the Buyer.

X. Internal Revenue Code Requirements.

You shall be responsible for complying with the requirements of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

XI. Amendment, Modification or Revocation.

These instructions may be revoked, amended or modified in a writing executed by all parties hereto at any time prior to the close of escrow. The County authorizes Michelle Starratt, Director, Housing and Community Development Department to sign any revocation, supplement, amendment or modification to these instructions on its behalf.

Please acknowledge your agreement to and acceptance of these instructions by signing the enclosed copies of this letter and returning one copy to the County at the address in Section VIII.

Thank you for your assistance.

Sincerely,

Michelle Starratt
Director, Housing and Community Development Department
County of Alameda

The undersigned acknowledges receipt of the above instructions and agrees to proceed in strict accordance therewith.

_____ TITLE COMPANY

By: _____

Its: _____

Exhibit A
Legal Description

TEMPLATE

TEMPLATE