

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED MAIL TO  
FIRST AMERICAN TITLE INSURANCE COMPANY  
3 FIRST AMERICAN WAY NDT'S DIVISION  
SANTA ANA, CA 92707

Trustee Sale No. 09-25353  
Loan No. 505850696  
Title Order No. 4265667  
Sales Line: (714) 573-1965

Space above this line for recorder's use only

### NOTICE OF TRUSTEE'S SALE UNIFIED SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED JUNE 21, 2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On FEBRUARY 1, 2010 at 9:00 AM, FIRST AMERICAN TITLE INSURANCE COMPANY as the duly appointed Trustee ("Trustee") under and pursuant to that certain Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing ("Deed of Trust") dated as of June 21, 2007, and recorded in the Official Records of San Mateo County, California on June 22, 2007, as Instrument No. 2007-095685, executed by 1820 CLARKE, LLC, a Delaware limited liability company, as Trustor ("Trustor"), for the benefit of Wachovia Bank, National Association, a national banking association, as Beneficiary ("Beneficiary"), and as modified by that certain First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in the Official Records of San Mateo County, California on July 12, 2007 as Instrument No. 2007-105592, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay all unpaid indebtedness and obligations owing under the note and each and every other document or instrument secured by the Deed of Trust, together with all accrued and unpaid interest thereon, and estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

**Place of Sale:**

AT THE MARSHALL ST. ENTRANCE TO THE HALL OF JUSTICE AND RECORD, 400 COUNTY CENTER,  
REDWOOD CITY, CALIFORNIA

**Legal Description:** See attached Exhibit "A"

**Amount of unpaid balance and other charges:** \$ 239,327,771.40 (estimated)

**Street address and other common designation of the real property purported as:** 1820 Clarke Ave., East Palo Alto,  
California

**APN Number(s):** 063-501-180-2

Notice is further given that pursuant to Section 9604 of the California Commercial Code, the Trustee, will, as a result of the failure of Trustor to pay the unpaid indebtedness described above, conduct a unified sale of both the real property encumbered by the Deed of Trust described above, and that the Trustee will sell simultaneously with the above described real property encumbered by the Deed of Trust, at the same public auction and under a single bid, each and all of the Personal Property (as defined and described in Exhibit "B" attached hereto and incorporated herein with the same force and effect as if set forth in full herein).

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is, where is", without covenant or warranty, express or implied, regarding title, possession, encumbrances, condition, suitability for a particular purpose, or the location or existence of any personal property, to satisfy the indebtedness secured by the Deed of Trust, and any advances thereunder. This notice is given in compliance with a written request made to the Trustee by the Beneficiary.

THE INDEBTEDNESS SECURED BY SAID DEED OF TRUST IS ALSO SECURED BY OTHER DEEDS OF TRUST AND SECURITY AGREEMENTS.

DATE: December 28, 2009

FIRST AMERICAN TITLE INSURANCE COMPANY  
Sales Line: (714)573-1965 Trustee: (714)250-3572

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DARIEN MCDONALD, TITLE OFFICER

FIRST AMERICAN TITLE INSURANCE COMPANY  
IS A DEBT COLLECTOR ATTEMPTING TO  
COLLECT A DEBT. ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT "A"

THE LAND IS SITUATED IN THE STATE OF CALIFORNIA, CITY OF EAST PALO ALTO, COUNTY OF SAN MATEO AND IS DESCRIBED AS FOLLOWS:

PORTION OF LOT 14, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF FABER SUBDIVISION, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 23, 1912 IN BOOK 8 OF MAPS, AT PAGE 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF CLARKE AVENUE, DISTANT THEREON SOUTH 1° 29' EAST, 634.06 FEET FROM THE SOUTHWESTERLY LINE OF THE BAYSHORE HIGHWAY; THENCE FROM SAID POINT OF BEGINNING ALONG SAID CENTER LINE OF CLARKE AVENUE, SOUTH 1° 29' EAST, 50 FEET; THENCE NORTH 88° 31' EAST 150 FEET; THENCE NORTH 1° 29' WEST, 50 FEET; THENCE SOUTH 88° 31' WEST, 150 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

THIS EXHIBIT "B" IS THE EXHIBIT "B" REFERENCED IN THE NOTICE OF TRUSTEE'S SALE (UNIFIED SALE) TO WHICH THIS EXHIBIT IS ATTACHED AND FORMS A PART OF SAID NOTICE OF TRUSTEE'S SALE (UNIFIED SALE)

All right, title, interest, claim and estate of Trustor now owned, or hereafter acquired, in and to the following (hereinafter collectively referred to herein as the "Personal Property"):

- (a) all furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Trustor and now or hereafter located upon the real property encumbered by the Deed of Trust (the "Property") and any improvements thereon (the "Improvements"), or appurtenant thereto, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Trustor as are now or hereafter used or furnished in operating the Property and the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Property or the Improvements thereon, and all warranties and guaranties relating thereto (to the extent assignable), and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);
- (b) all cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by the Beneficiary pursuant to the Deed of Trust or any other of the Loan Documents, including, without limitation, all funds now or hereafter on deposit in the Security Deposits Account, the Operating Account, the Impound Account and the Financial Covenant Reserve and any other reserve or escrow accounts established pursuant to the terms of the Deed of Trust or any other Loan Document;
- (c) all contracts and agreements now or hereafter entered into covering any part of the Property or the Improvements or otherwise relating to Trustor (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Property or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Property or the Improvements;
- (d) all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Property or the Improvements;
- (e) all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, to the extent assignable, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Property or the Improvements, all names by which the Property or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Trustor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Property or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Property or the Improvements (collectively, the "General Intangibles");
- (f) all water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Property or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Property or the Improvements;
- (g) all building materials, supplies and equipment now or hereafter placed on the Property or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Property or the Improvements, to the extent assignable;
- (h) all right, title and interest of Trustor in any insurance policies or binders now or hereafter relating to the Property, including any unearned premiums thereon;

(i) all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(j) all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and all refunds of taxes or assessments levied against all or any portion of the Property.

Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Deed of Trust or Notice of Trustee's Sale (Unified Sale), as applicable.