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This Property is part of a condominum; poject known a

This Property Is the Planned Unit 1 set 1 pment known 1:

is an institutional Lender.

the deficiency in one or more payments at Lender may require.

lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall tie chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withhold. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the over this Deed of Trust.

all st ms secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has prior ty over this Deed of Trust. Unless Lenc er at d Borrower oths wise agree in writing, insurance proceeds shall be applied to restore or repairty, if it is economically least the to do so.

of Trust.

consituent documents.

of any payment by Lender to such lienor.

Borrower covenants that Borrower is a twifully select of the or tate hereby conveyed and has the light to grant and corwey the Property, and that the Property is unencumbered, except for encumbrance sof record. Borrower covenants that Borrower warrants and will detend gas erally the title to the Property against full claims and deman is, subject to encumbrances of record.

Borrower and Lender covenant and agray as follows:

1. Payment of Principal, Finance of Erges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable t therecharges and collection costs as provided in the Credit Agreement. under the Credit Agreement, all mance or right and applicable to the charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurant: 1.5t bject to applica it have, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of problems in a bring district of applicable in a problems in the day monthly payments of problems in a bring district of a second problems in the lender in the lender of the payment assessment in the lender of the payment assessment in the lender of the lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall the held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if thender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and cound rents. Lorder may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Bo rower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borr ower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Bonc wer any interestor earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing cred to and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due

dates of taxes, assessments, insurance pramiur is and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground ents as they fall due, Borrower shall pay to Lender any amount necessary to make up

by Long payment in full of all sums socured by this Dix d of Trust, Lender shall promptly refund to Borrower any Funds held by Londer. If under paragraph 22 hereof the Property is sold on the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acculisation by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Dix et of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof thall be applied by Lander first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lund) chooses) to ary finance charges, other charges and collection costs owing, and third,

to the principal balance under the Credit Agree ment.

4. Prior Mortgages and Deeds of Trist; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien with his performance or impositions are to be made to Lender under paragraph 2, Born ower shall pay or cause to be paid all to es, a seesaments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold paymer is or ground rents, if any. Within five days after any demand by Lender, Bornower shall exhibit to Lender receipts a low ing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance. Borrower st all it ep the improven ents now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "(s) tended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that not essary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any

policies and renewals thereof, subject to the terms of any mortgags, deed of trust or other security agreement with a lien which has priority In the event of loss, Borrower shall 3 ve prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are he eby assigned to Lender and shall be paid to Lender to the extent of

If the Property is abandoned by Bonower, or if Bono wer fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lendor's or tion either to restoration or repair of the Property or to the sums secured by this Deed

6. Preservation and Maintenance of Froperty; Lease Folds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or parmit impairment or description of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Bo rower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the

Protection of Lender's Security. If E orrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially aff 3 its Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse a uch sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any anounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Bort wer and Lender agree to other terms of payment, size in econic admix half be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this partigraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrocated to all of the rights and remedies of any prior tienor, to the extent

inspection. Lender may make or tauty to be made reast nable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reconable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or came for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or 52 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indet ted associated to Carolina and the Carolina agreement, subject to the terms of any mortgage, deed of trust or offer security agreement with a lien which has pricrity over the Deed of Trust.

10. Borrover Not Released; Fortxiart ce By Lender I of a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Deed. Trust granted by Lender to any successor in interest of Borrover shall not operate to release, in any manner, the liability of the unit; nall Borrower and Borrower's successors in interest. Lender shall not be required to comit ence proceedings against such success or or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand in side by the original Borrower and Borrower's successors in interest. Any forbearance

in the manner designated herein. Governing Law; Severability. The state and local is we applicable to this Deed of Trust shall be the laws of the jurisdiction in

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to any demand or obligation secured by this I sed of Trust.

hereof, promptly after such transfer.

under the Credit Agreement.

acceleration had occurred.

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the extension of the selection of the property Disp aragraphich: hirreof. All covenants and lags efficits of Bors were shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit At reen ent; (a) is coled in the Deet of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Tru # (b) is not personally liable under the Credit Agreement or under this Dies of of/Trust/and (c) agrees that Lender 1 ind a ny other Borrou i sherounder may agt sello sixterio, modify, forbear; or make any other accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without relactions that Borrower's consent

and without releasing that Borrower or midding this Beed of Trust or the Caste Agreement, without that Borrower's consent and without releasing that Borrower or midding this Beed of Trust estio that Borrower's Interest in the Property.

12. Notice: Except for any notice require supplied to be the beginning other manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delive ingit or by mail in group gotice by confided mail addressed to Borrower at the Property Address or at such other address as Borrower at a designate by notice to Lender shall be given by certified mail to Lender's address a tated herein or to such other address as Lender may designate by notice to Borrower and the property in the property of the property o as provided herein. Any notice provided for in it is Deed of Trust shall be deemed to have been given to Borrower or Lender when given

which the Property is located. The foregol 1g : ntence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Ag sement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Cree It's reement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Cree i Agreement are declared to be severable. As used herein, "costs," "expenses" and 'at orneys' fees" include all sums to the extent not prohibited by applicable law or limited herein. 14. Prior Mortgage or Deed of Trus; Modification; Fiture Advance. Borrower shall not enter into any agreement with the

holder of any mortgage, deed of trust or other security agreement, which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, vithout the prior vitten consent of the Lender. Borrower shall neither request nor accept

is modified, amended, extended, or renewad, y knowl the prior virtice consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, dieed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust at the time of execution or after recordation is reof.

16. Rehabilitation Loan Agreement in the Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender, at Lender's option, may require Borrower to condition to London land to the land of the condition of the land of the land of the condition of the land of to execute and deliver to Lender, in a form accomptable to Lender, an assignment of any rights, claims or defenses which Bofrower may have against parties who supply labor, in after its or services in connection with improvements made to the Property.

Walver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead

exemption as to all sums secured by this Dee I of Trust.

18. Walfier of Statutes of Limitation as a defense

19. Merger. There shall be no meiger 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.

20. Notice of Transfer of the Property: Advances after Transfer, Scrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all, or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is soid or transferred also a half be obligated to give notice to Lender, as provided in paragraph 12

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrowon in writing. As a concition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory

to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate

payment in full of all sums secured by this Work age or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property. If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of 1 of less than 30 c ays from the date of the notice within which Borrower may pay the sums

de slared due. If Eorrower fails to pay those suns prior to the a piration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Asset cration; Remeck s. Each of the following events shall constitute an event of default

("Event of default") under this Decd of True I: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreen sent; (2) Borrox or does not meet the repayment terms of the Credit Agreement; or with this Deed of Trust or the Credit Agreement; (2) sorrower a does not meet this repayment terms of the Credit Agreement; or (3) Borrower's action or inaction advantely infects the Lend ar's rights in the Property secured by this Deed of Trust, if an event of default occurs, then prior to exercising any rights or remote y provided for in this Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Bit mower as provided for in the Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Bit mower as provided for in the Deed of Trust and prior to acceleration, Lender to acceleration shall give notice to Bit mover, as the paragraph 12 hereof specifying: (1) the event of default; (2) this acceleration of the sums secured: by this Deed of Trust and sale of the Property. The notice shall further the property of the property. inform Borrowar of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defence of Borrower to appeleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without (urt) or demand and hay invoke the power of sale and any other remedies permitted by ar plicable law. Lender shall be entitled to collect all reason ble costs and expenses incurred in pursuing the remedies provided

In this paragraph 22, including, but not fir ited to, reason ble attorneys' fees.
If Lander invokes the power of size, Lander shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lendar's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrover and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Truster, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order

as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lander's designee may purchase the Property at any sale.

Trustee shall deliver to the purchase the Property at any sale.

Trustee shall deliver to the purchase the property so sold without any covenant or warranty, expressed or implied. The receipts a note of the truster is deed shall be primar facial evidence of the truth of the statements. made therein. Trustoe shall apply the proceeds of the sak in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured

by this Deed of Trust; and (c) the excuss, if any, to the present acceleration of the sums secured by this Deed of Trust; and (c) the excuss, if any, to the present legally entitled thereto.

23. Borrower's Right to Reinst its. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Direct of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lentler and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trust 33's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the c bligations secured hareby shall remain in full force and effect as if no

Reconveyance. This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Crecilt Agreement. When Borrower (1) has paid all sums secured by the Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lenda shall request Trusted to reconvey the Property and shall surrender this

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