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IN CONSIDERATION of the indebtedness I TO SECURE to Lender: (1) The repayment of all indebtedness due					
Trust. The total outstanding principal ba thereon at a rate which may vary from t to time under the Credit Agreement) a (\$ 10.000.00). That sum is referre as the Credit Limit. The entire indebted ycars from the date of this Deed of Tr (2) The payment of all other sums advanc charges thereon at a rate which may (3) The performance of the covenants an	ime to time, and any other shall not exceed <u>TEN</u> d to herein as the Maximur ness under the Credit Agree rust. ced in accordance herewit vary as described in the C id agreements of Borrowe	charges and THOUSA n Principal I ment, if not to protect credit Agree r herein co	d collection cos <u>ND_AND_NO</u> Balance and re sooner paid, is the security of ment. ntained:	sts which may be /100 DOLLAF ferred to in the ( due and payable f this Deed of T	e owing from tim SS Credit Agreemer e <u>THIRTEEN</u> rust, with financ
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TOGETHER with all the improvements now dures, all of which shall be deemed to be and re gether with said property (or the leasehold estate	main a part of the propert	y covered l a leasehold	and all easem by this Deed o ) are hereinaft	f Trust; and all er referred to as	of the foregoing

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This Property Includes Borrower's unit and all Borrower's rights in the common elements of the condominium project. This Property is in a Planned Unit Development known as

2763

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Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows: 1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement. 2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender borrower to the day matching and finance of principal diverses and collection costs as provided in the Credit Agreement. on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property. if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to 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 be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing raid account or unif fund applying the funds and account and held in unloss to ender pays. 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. Borrower 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 Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits 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 premiums 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 rents as they fell due, Borrower shall pay to Lender any amount necessary to make up

assessments, insurance premiums and ground remises they induce, borrower shall pay to bender any andown necessary to make up the deficiency in one or more payments as Lender may require. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed 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 shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the arterial balance under the Credit Agreement

to the principal balance under the Credit Agreement,

 Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, dead of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

Hazard Insurance. Borrower shall keep the improvements now existing or herealter erected on the Property insured against 5. loss by fire, hazards included within the term "extended 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 necessary 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 lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. 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 policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore

or repair the Property, if it is economically feasible to do so. If the Property is abandoned by Borrower, or if Borrower 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 Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall 6. keep the Property in good repair and shall not commit waste or permit impairment or deterioration 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 Borrower'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 constituent documents.

constituent occuments.
7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts 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 Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 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 subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

or any payment by Lender to such lienor. 8. inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. 9. Condemnation. The proceeds of any award or cleim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of 10. amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor 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 made by the original Borrower and Borrower's successors in interest. Any forbearance

by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. 11.

Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions Sharicing, and the rights nereunder shall inute to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement; (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust; (b) is not personally liable under the Credit Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with repard to the terms of this Deed of Trust or the Credit Agreement without that Borrower's other accommodations or amendments with repard to the terms of this Deed of Trust or the Credit Agreement without that Borrower's agree to extend. accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by delivering at the Property. be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given 13.

Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence 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 Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and

"attornays' fees" include all sums to the extent not prohibited by applicable law or limited herein, costs, expenses and 14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the 14. Prior Mongage or Deed or Trust; mognication; ruture Advance. Donower Shan not enter into any agreement which has priority over this Deed of Trust by which that security agreement which has priority over this Deed of Trust by which that security agreement without the prior written consent of the Lender. Borrower shall neither request nor accept is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept to the prior written consent of the lender. any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust Borrower's Copy. borrower shall be furnished a copy of the Orean Agreement and a comortined copy of this Deed of Frost at the time of execution or after recordation hereof.
 16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation.

16. Rehabilitation Loan Agreement. 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. Lender, at Lender's option, may require Borrower have against parties who supply labor, materials or services in connection with improvements made to the Property. 17. Walver of Homestead Examption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead examption as to all sums secured by this Deed of Trust. 18. Walver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

19.

Merger. There shall be no merger 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. Borrowsr 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 sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition 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 21.

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 Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers

all of part of the Property of 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 not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default "event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection ("event of default") under this Deed of Trust: (1) borrower commits traud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender's prior to acceleration shall dive notice to Borrower as provided in paragraph 12 bareof specifying: (1) the event of default (2) of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) by which such event of default must be cured; and (4) that feilure to cure such event of default on or before the date specified inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the notice shall further an event of default or any other defense of Borrower to acceleration 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 applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to. reasonable attorneys' fees.

applicable law. Lenger shall be entitled to collect all reasonable costs and expenses mounted in pursuing the remedies provided In this paragraph 22, including, but not limited to, reasonable attorneys' fees. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice or the occurrence of an event of default and of Lender'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 Borrower and to the other persons prescribed by applicable law. After the lapse of such time to the personal content of the person of the perso as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest

as may be required by applicable law, Trustee, 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 sele 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 Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. 23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust discontinued

Berrower'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 Deed 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 Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee'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 obligations secured hereby 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 Credit 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, Lender shall request Trustee to reconvey the Property and shall surrender this

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