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TOGETHER with all the improvements now or hereafter erected on the property, and an easements, rights, the fixtures, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of t together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if the same together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the together with said property (or the leasehold estate if this Deed of Trust estate if the same together with said property (or the leasehold estate if this Deed of Trust estate if the same together with said property (or the leasehold estate if this Deed of Trust estate if the same together with said property (or the leasehold estate if the same together with s	riverance riverance

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generally the title to the Property against all claims and demands, subject to encumbrances of any the line to the Fropeny against an claims and centarios, subject to encentoralises of record. Borrowar and Lender covenant and agree as follows: 1. Payment of Principal, Finance Chargos and Other Charges. Borrower shall promptly pay when due all amounts borrowed

 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.
 Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender
 Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender
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 Borrower to Taxes and Insurance. Subject to applicable law, Lender, at as reasonably estimated initially and from time to time to time in any plus one-twelifth 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 mortoage or deed of trust if such holder of a prior mortoage or deed of trust if such holder oy Lender on the basis of assessments and bins and reasonable estimates thereor. 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 of a prior

It Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured If Borrower pays Funds to Lender, the Funds shall be held in an institution. Londor the length the Funder to pay and or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said or guaranteed by a rederal or state agency (including Lender II Lender is such an institution). Lender shall apply the Funds, analyzing taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing taxes, assessments, insurance premiums and ground rents. Lender may not charge for so notuing 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 sau account or veraging and compling sau assessments and bins, 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 borsel to redected on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to the paid to redected on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to 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.

are preaged as auditional security for the sums secured by this Deed of Hust. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due It the amount of the Funds held by Lender, together with the future monthly instalments 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, 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,

or created to contower on monthly mataliments or runds, it the amount of the runds need by Lender and amount necessary to make up assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the definition of the de the deficiency in one or more payments as Lender may require.

the deticiency in one or more payments as Lenger 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 applies the sums secured by this Deed of Trust.

as a credit against the sums secured by this Loed of Hust. 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 Agreement and paragraphs 1 and 2 nereor shall be applied by Lender link in payment of amounts payacle 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,

paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, 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, deed 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 Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which Borrower shall pay or cause to be paid all taxes, assessments and other charges if any. Within five days after any demand by Lender, 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 hereafter erected on the Property insured against loss by fire. hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such loss by fire. hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such loss by fire. hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such loss by fire. hazards included within the term "extended coverage," floods, and such other hazards as Lender may

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against 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 loss than the Maximum Principal Balance plus the full amount of any hazard insurance policy and the amount of coverage shall be no loss than the Maximum Principal Balance plus the full amount of any

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that lien which has priority ever 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 unreaschably 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 and shan menuos a standard mongage clause in layor of and in a form acceptable to Lender. Lender shan 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

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 Lender. 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 advice the Deed of Trust, the least and Berrower the whole areas in writing to the security agreement with a lien which has an some secured by this beed of trust, subject to the terms of any mongage, used of nost or security agreement with a tert which has priority over this beed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore

priority over this Deed of Trust. Unless Lender and borrower otherwise agree in whiting, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do sc. 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 estimate processing proceeds at Lender's optime either to restoration or repair of the Broperty or to the sume secured by the Deed induce 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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with xeep 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 documente

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 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 constituent documents. upon notice to borrower, may make such appearances, dispurse such sums, including reasonable attorneys' tees, 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 Borrower thereast. Nothing contributed in the paragraph 7 shall be paragraph 7 shall be payable upon notice from Lender to Borrower requesting Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting bereunder. Any 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 action taken by Lender under this paragraph shall not cure any breach Borrower may have committed or 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. 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender 8. Inspection. Lender may make or cause to be made reasonable cause therefor related to Lender's interest in the Property. 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 claim for damages, direct or consequential, in connection with any 9. 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. 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest. Lender shall not operate 10 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 commance proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured toommance proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured I by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lendar in exercising any right or remedy hereunders or otherwise afforded by applicable lawschalt not be a waiver of or preclude the exercise of any such right or remedy workers doubled us a reworked spindo year rabinal, while doubled in the exercise of any such right or remedy.

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 shall blnd, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreenients 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 bereunder motion and to evide the credit Agreement or under this

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 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 Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall 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 the applicable bergin to be applied by notice to Lender 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 the applicable bergin. as provided herein. Any notice provided for in this Deed of Trust shell be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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 provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provision or clause of this Deed of Trust or the Credit Agreement which can be given effect without the confliction and the provision and the bio and the provision of this Deed of Trust or the Credit Agreement which can be given effect without the confliction and the provision of the provision of the provision of the credit Agreement which can be given effect without the confliction and the provision of th 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 "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future 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, without the prior written consent of the Lender. Borrower shall neither request nor accept 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 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, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower improvement, repair, or other ioan agreement which borrower may enter into with Lender. Lender, at Lender's option, may require borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver 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 Deed of Trust.

18. Waiver 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.

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. Notice of Transfer of the Property; Advances after Transfer. Borrower 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. 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

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

If Londer 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 deciared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand

cn Borrower, invoke any remedies permitted by paragraph 22 hereof. 22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default 22. Derault; Lemination and Acceleration; nemedies, Each of the following events shall constitute an event of event ("event of default") under this Deed of Trust: (1) Borrower commits fraud 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 (1) This Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or 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 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 failure 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 nonexistence of an event of default or any other defense of Borrower to acceleration and the right to bring a court action to assert the nonexistence on the date specified in the notice, Lender, at Lender's option, may declare all of the suma secured by this Deed of Trust applicable law. Lender shall be entitled to critect all reasonable costs and expenses incurred in pursuing the remedies permitted by in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If this paragraph 22, including, but not limited to, reasonable attorneys nees. If Lender Invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of 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 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, i rustee, 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 Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's dead conveying the Property so sold without any covenant or

and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property & any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facia evidence of the truth of the statements

warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facia evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale 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 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 due to 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 judament enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under 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 all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of default; (c) Borrower pays of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable 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 Borrowar, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no payment and cure by Borrowar, 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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