

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE

WHEN RECORDED MAIL TO:

Fremont Bank
Attn: LSD/ File
PO Box 5101
Fremont CA 94537-5101

Loan # 0055017404
MIN #100110500550174043

4449035

2006-025018

Klamath County, Oregon



12/19/2006 11:37:00 AM

Fee: \$56.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS LINE OF CREDIT TRUST DEED (herein, "Trust Deed") is made on December 13, 2006, among the Trustor(s), RUSSELL A. BLEVINS AND KANDY L. BLEVINS, HUSBAND AND WIFE (herein "Borrower"), FIRST AMERICAN TITLE, 3 FIRST AMERICAN WAY, SANTA ANA, CA 92707 (herein "Trustee"), and the Beneficiary, Fremont Bank, a corporation organized and existing under the laws of California, whose address is 39150 Fremont Blvd., Fremont CA 94538 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SEE LINE RIDER ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 4536 JANA DRIVE KLAMATH FALLS, OR 97603 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the properly covered by this Trust Deed; and all of the foregoing, together with said property (or the leasehold estate if this Trust Deed is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of all sums, with interest thereon, advanced in accordance with that certain "Prime-Minus Agreement and Disclosure" (herein, the Credit Agreement") of even date herewith, executed by Borrower and secured by this Trust Deed, together with the repayment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Trust Deed; and the performance of the covenants and agreements of Borrower herein contained. SEE RIDER TO THIS TRUST DEED. The maximum principal amount to be advanced pursuant to the Credit Agreement is the sum of **\$200,000.00**. The term of the Credit Agreement is **25 years**, beginning on the date of this Trust Deed.

Borrower covenants that the Borrower is lawfully seized 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Credit Agreement and late charges as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Credit Agreement, until the Credit Agreement is 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 Trust Deed, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, 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 Trust Deed if such holder is an institutional Lender.

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Revised 09/06



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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 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 Trust Deed 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 Trust Deed.

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 fall due, Borrower shall pay to Lender any amount 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 Trust Deed, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 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 Trust Deed.

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, then to the payment of any accrued late charges, then to the payment of interest payable on the Credit Agreement, and then to the principal of the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, trust deed or other security agreement with a lien which has priority over this Trust Deed, including Borrower's covenant to make payment when due. 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 Trust Deed, and leasehold payments or ground rent, if any.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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, trust deed or other security agreement with a Lien which has priority over this Trust Deed.

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.


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 Lenders option either to restoration or repair of the Property or to the sums secured by this Trust Deed.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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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 the provisions of any lease if this Trust Deed is on a leasehold. If this Trust Deed 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 bylaws and regulations of the condominium or planned unit development, and constituent document

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in the Trust Deed, or if any action or proceeding is commenced which materially effect s 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. If Lender required mortgage insurance as a condition of making the loan secured by this Trust Deed, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Credit Agreement rate, shall become additional indebtedness of Borrower secured by this Trust Deed. Unless Borrower and Lender agree to offer 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.

8. Inspections. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lenders interest in the Property,

9. Condemnation. The proceeds of any award or claim 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 the Lender, subject to the terms of any mortgage, Trust Deed or other security agreement with a lien which has priority over this Trust Deed

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Trust Deed 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 Trust Deed 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 agreement herein combined shall bind, and the rights hereunder shall inure to, the respective successors and Assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Trust Deed, but does not execute the Credit Agreement, (a) is co-signing this Trust Deed only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Trust Deed, (b) is not personally liable on the Credit Agreement or under this Trust Deed and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Trust Deed or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Trust Deed 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 Trust Deed 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 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 Trust Deed shall 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 Trust Deed 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 Trust Deed. In the event that any provision or clause of this Trust Deed or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Trust Deed or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Trust Deed and the Credit Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters 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.

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16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Trust Deed. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Trust Deed.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Trust Deed. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Trust Deed without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Trust Deed, including the covenants to pay when due any sums secured by this Trust Deed, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Trust Deed and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach 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 Trust Deed to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable laws. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, 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 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 mail copies of such notice in the manner 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 bidder at the time and place and under the terms designated in the notice of 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 deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie 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 attorney's fees and costs of title evidence; (b) to all sums secured by this Trust Deed; and (c) the excess, if any, to the person or persons legally entitled thereto.

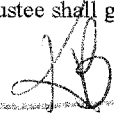

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Trust Deed due to Borrower's breach, borrower shall have the right to have any proceedings begun by Lender to enforce this Trust Deed discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Trust Deed or at any time prior to entry of a judgment enforcing this Trust Deed if (a) Borrower pays Lender all sums which would be then due under this Trust Deed and the Credit Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Trust Deed; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Trust Deed, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 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 Trust Deed, Lender's interest in the Property and Borrowers obligation to pay the sums secured by this Trust Deed shall continue unimpaired. Upon such payment and cure by Borrower, this Trust Deed and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees and then to the sums secured by this Trust Deed. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Trust Deed, Lender shall request Trustee to reconvey the Property and shall surrender this Trust Deed and all Credit Agreements evidencing indebtedness secured by this Trust Deed to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustees. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

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22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Trust Deed be sent to Lender's address.

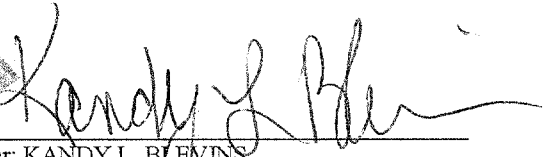
REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR TRUST DEEDS:

Borrower and Lender request the holder of any mortgage, trust deed or other encumbrance with a lien which has priority over this Trust Deed to give Notice to Lender, at Lender's address set forth on page one of this Trust Deed, of any default under the superior encumbrance and of any sale or other foreclosure action.

Loan # 0055017404

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.


Borrower: RUSSELL A. BLEVINS


Borrower: KANDY L. BLEVINS

Borrower: _____

Borrower: _____

STATE OF California
~~OREGON~~
County of Sacramento SS:

On December 14, 2006, before me Tiffany Farris Notary Public
a Notary Public, personally appeared Russell A. Blevins and Kandy L. Blevins

personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/~~the~~ executed the same in his/her/~~their~~ authorized capacity(ies), and that by his/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Tiffany Farris (Seal)

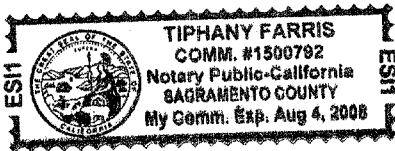


EXHIBIT "A" to Deed of Trust Dated December 13, 2006

**Covering Real Property Commonly Known As: 4536 JANA DRIVE KLAMATH FALLS, OR 97603
THE HIGHLANDS BLOCK 3 LOT 2.**

ASSESSOR'S PARCEL NO.: R596135



FREMONT BANK

RIDER TO DEED OF TRUST

THIS RIDER TO DEED OF TRUST is made on December 13, 2006, and is hereby incorporated into and shall be deemed to amend and modify that certain Deed of Trust and Assignment of Rents of even date herewith (the "Deed of Trust") given by the undersigned ("Trustor") to FREMONT BANK ("Beneficiary").



I. Trustor makes the grant and assignment more particularly described in the Deed of Trust for the purpose of securing performance by the Customer(s) under the terms of a Line Agreement and Disclosure dated of even date herewith, as amended from time to time (the "Agreement"), including repayment by Customer(s) of the advances payable to Beneficiary in an aggregate principal amount not exceeding \$200,000.00 dollars, plus interest thereon at a variable rate, and all late charges, fees and other charges required under said Agreement and therein stated to be secured hereby, and all extensions, renewals, modifications, amendments and replacements of said Agreement, whether or not any such extensions, renewals, modifications, amendments and replacements are evidenced by a new or additional agreement, note or other instrument. The terms and conditions of the Agreement are incorporated herein by this reference, it being understood that said Agreement provides for periodic advances, repayments and re-advances under a revolving line of credit arrangement. According to the terms of the Agreement, the unpaid balance of the account may, at certain times, be zero. A zero balance does not affect Beneficiary's obligation to make advances under the Agreement. Therefore, the interest of Beneficiary hereunder will remain in full force and effect notwithstanding the amount outstanding at any particular time or a zero balance under the Agreement. It is understood and agreed that the word "Agreement" shall be substituted for the words "Promissory Note" or "Note" throughout said Deed of Trust.

II. In the event any Trustor is not also a Customer under the Agreement:

- A. Trustor represents and warrants to Beneficiary that (i) this Deed of Trust executed at the request of Customer(s); (ii) Trustor will not, without the prior written consent of Beneficiary, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or any part of the Property; and (iii) Trustor has established adequate means of obtaining from Customer(s), on a continuing basis, financial and other information pertaining to the financial condition of Customer(s), and agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect the risks of Trustor hereunder, and Trustor further agrees that absent a request by Trustor, Beneficiary has no obligation to disclose to Trustor information of any kind or nature acquired in the course of Beneficiary's relationship with Customer(s).
- B. Trustor hereby waives any right to require Beneficiary to: (i) proceed against any person, including Customer(s); (ii) proceed against or exhaust any collateral held from Customer(s) or any other person; (iii) pursue any other remedy in Beneficiary's power; or (iv) make any presentments, demands for performance or give any notices of non-performance, protest, notices of protest or notices of dishonor in connection with the Agreement.
- C. Trustor also waives any defense arising by reason of: (i) any disability or other defense of Customer(s) or any other person; (ii) the cessation from any cause whatsoever, other than payment in full, of the obligations of Customer(s) under the Agreement; (iii) the application by Customer(s) of the proceeds of the Agreement for purposes other than the purposes represented by Customer(s) to Beneficiary or intended or understood by Beneficiary or Trustor; (iv) any act or omission by Beneficiary which directly or indirectly results in or aids the discharge of Customer(s) by operation of law or otherwise, including any impairment or loss of any rights to reimbursement or subrogation or of any right or remedy of Trustor against Customer(s) or against any security, resulting from the exercise or election of any remedies by Beneficiary, including without limitation, election by Beneficiary to exercise any of Beneficiary's rights under any power of sale set forth in the Deed of Trust and the consequent loss, limitation or impairment of the right to recover any deficiency from Customer(s) in connection therewith or due to any fair value limitations or determinations in connection with a judicial foreclosure; or (v) any modification of the Agreement in any form whatsoever, including without limitation, the extension, renewal, modification, amendment, replacement, acceleration thereof or other change in time for payment or any increase or decrease in the rate of interest.

Until all amounts secured hereby shall have been paid in full, Trustor further waives any right to enforce any remedy which Beneficiary now has or may hereinafter have against Customer(s) or any other person, and waives any benefit of, or any right to participate in, any security whatsoever now or hereinafter held by Beneficiary.

- D. Trustor acknowledges, warrants and agrees that each of the waivers set forth in this Rider are made with the full knowledge of their significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy, if any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the extent permitted by law.

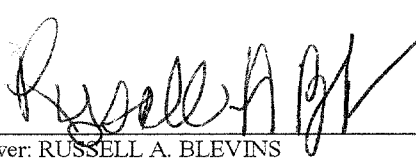
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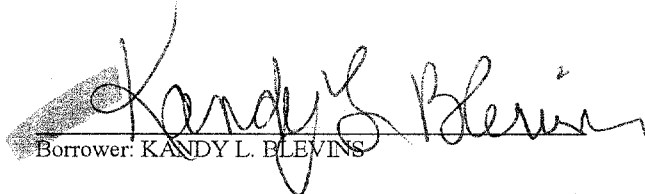
III. The first paragraph of Uniform Covenant 16 of the Deed of Trust is hereby modified as follows:

"Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. Rights and privileges to borrow under the Agreement during any Draw Period are not assignable or transferable to any purchaser or transferee of all or any part of the Property."

IV. The occurrence of any event of default under the Agreement shall be deemed a default under this Deed of Trust and shall entitle Beneficiary, in addition, to any and all remedies and rights to which Beneficiary may otherwise be entitled by law or pursuant to the Agreement, to all right and remedies set forth in the Deed of Trust. Notwithstanding any provisions to the contrary in the Deed of Trust, Beneficiary's rights and remedies under this Deed of Trust shall, at all times, be subject to and limited by the provisions of the Home Equity Loan Consumer Protection Act of 1988 and its implementing regulations in Regulation Z (12 CFR Part 226), as amended from time to time, (the "Act and Regulation"), and, to that end, the provisions of this Rider shall control and supersede any provisions of the Deed of Trust which are inconsistent with said Act and Regulation.

IN WITNESS WHEREOF, Truster has/have executed this Rider to Deed of Trust as of the date first set forth above.


Borrower: RUSSELL A. BLEVINS


Borrower: KANDY L. BLEVINS

Borrower: