

2004 MAY -6 PM 3:42

WERNER CHRISTEN  
RECORDER

\$2800 PAID *KJ* DEPUTY

Assessor's Parcel Number:  
102229701003  
After Recording Return To:

MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423  
Prepared By:  
JESUS RAMON  
Recording Requested By:  
J. NASTASIA

MBNA America (Delaware),  
N.A.

1100 North King Street  
Wilmington, DE 19884-1112

040501154 [Space Above This Line For Recording Data]

0006182933804004  
[Doc ID #]

**DEED OF TRUST**

(Line of Credit)

THIS DEED OF TRUST, dated APRIL 24, 2004, is between  
JOANNE ARAKI FAULKNER, AND MICHAEL FAULKNER, THE JOANNE  
ARAKI-FAULKNER LIVING TRUST, UTD, OCTOBER 25, 2002, JOANNE  
ARAKI-FAULKNER, TRUSTEE, AS TO AN UNDIVIDED 50% INTEREST,  
AND MICHAEL FAULKNER AS TO THE REMAINDER INTEREST.

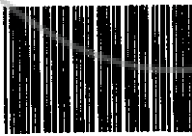
residing at  
3520 TOPAZ PARK ROAD, GARDNERVILLE, NV 89410

the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and  
CTC REAL ESTATE SERVICES

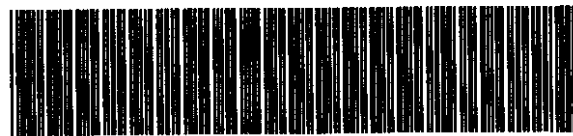
as trustee and hereinafter referred to as the "Trustee," with an address at  
400 COUNTRYWIDE WAY, MSN SV-88  
SIMI VALLEY, CA 93065

• HELOC - Deed of Trust  
1C527-NV (06/03)(d)

Initials: *JAF MJ*



\* 2 3 9 9 1 \*



\* 0 6 1 8 2 9 3 3 8 0 0 0 0 1 C 5 2 7 \*

0612420

BK 0504 PG 02211

for the benefit of  
MBNA America (Delaware), N.A.

with an address at  
1100 North King Street, Wilmington, DE 19884-1112

and hereinafter referred to as "you" or the "Beneficiary."

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the premises located at:

3520 TOPAZ PARK RD, GARDNERVILLE  
Street, Municipality  
DOUGLAS Nevada 89410 (the "Premises").  
County ZIP

and further described as:

PARCEL 3, AS SET FORTH ON THAT CERTAIN MOORE/HURDER PARCEL MAP NO. 2, BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 22 EAST M.D.B.&M, DOUGLAS COUNTY, NEVADA, ON DECEMBER 5, 1979, BOOK 1279, PAGE 193, AS DOCUMENT NO. 39321, AND AMENDED BY CERTIFICATE RECORDED JANUARY 2, 1980, IN BOOK 180, PAGE 073, DOCUMENT NO. 40268 AND FURTHER AMENDED BY CERTIFICATE RECORDED OCTOBER 21, 1981 IN BOOK 1081, PAGE 648, DOCUMENT NO. 61137. ASSESSORS PARCEL NO. 1022-29-701-003 PROPERTY ADDRESS: 3520 TOPAZ PARK ROAD, GARDNERVILLE, NV

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Deed of Trust will secure your loan in the principal amount of \$ 90,000.00 or so much thereof as may be advanced and readvanced from time to time to JOANNE ARAKI FAULKNER MICHAEL FAULKNER

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated APRIL 24, 2004, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Deed of Trust will also secure the

Initials: *JAF MJ*

performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Deed of Trust, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

**OWNERSHIP:** We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

**BORROWER'S IMPORTANT OBLIGATIONS:**

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally.

If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our 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 constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Deed of Trust.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes

Initials *JM*

or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Deeds of Trust.

(g) PRIOR DEED OF TRUST: If the provisions of this paragraph are completed, this Deed of Trust is subject and subordinate to a prior deed of trust dated MAY 01, 2004 and given by us for the benefit of MBNA AMERICA (DELAWARE)

as beneficiary, in the original amount of \$ 179,000.00 (the "Prior Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental

(i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) DUE-ON-SALE: In the event that we, or any successor to our interest in the Premises, sells or contracts to sell or transfers any interest in the Premises, either voluntarily or involuntarily, at your option, you may declare the full amount owed under the Note and secured by this Deed of Trust immediately due and payable even though the time for maturity as expressed in the Note may not have arrived.

(k) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Deed of Trust may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Deed of Trust without losing your rights in the Premises.

DEFAULT; ACCELERATION: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A of the Note occurs, you may declare all amounts secured by this Deed of Trust immediately due and payable and the Trustee may foreclose upon this Deed of Trust or sell the Premises at a public sale. This means that you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe

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on the Note and under this Deed of Trust. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you or the Trustee may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

**ABSOLUTE ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** We hereby unconditionally assign to you the rents of the Premises. Nevertheless, you will allow us to use the rents, if any, until such time as any event or condition of default as described in Paragraph 12.A of the Note occurs. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Deed of Trust, and provided any obligation to make further advances under the Note has terminated, this Deed of Trust and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at  
MBNA America (Delaware), N.A.

1100 North King Street, Wilmington, DE 19884-1112

or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE:** Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a satisfaction of this Deed of Trust.

**GENERAL:** You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

**TRUSTEE:** Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and shall be liable only for its negligence or misconduct. The

Initials: *JAF MJ*

Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefor, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

*Joanne Araki Faulkner*

(SEAL)

Grantor: JOANNE ARAKI FAULKNER Individually

*Michael Faulkner*

(SEAL)

Grantor: MICHAEL FAULKNER

*Joanne Araki Faulkner TRUSTEE*

(SEAL)

Joanne Araki Faulkner as trustee of The Joanne Araki-Faulkner Living Trust under instrument dated October 25, 2002 for the benefit of Joanne Araki-Faulkner

\_\_\_\_\_  
Grantor:

(SEAL)

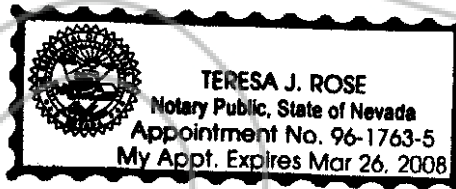
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STATE OF NEVADA  
COUNTY OF *Douglas*

This instrument was acknowledged before me on *April 26, 2004* by  
*Michael Faulkner*

*[Handwritten Signature]*

Mail Tax Statements To:  
JOANNE ARAKI FAULKNER  
  
3520 TOPAZ PARK ROAD  
GARDNERVILLE, NV 89410



*[Large, faint watermark text: COOPER]*

Initials: *JAF. MF.*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Santa Clara } ss.

On April 24, 2004 before me, Carol L Ludlow, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Joanne Araki Faulkner,  
Name(s) of Signer(s)

- personally known to me
- 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/they 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.

Carol Ludlow  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Deed of Trust  
Document Date: 4-24-04 Number of Pages: 7  
Signer(s) Other Than Named Above: Michael Faulkner

**Capacity(ies) Claimed by Signer**

- Signer's Name: Joanne Araki Faulkner
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney-in-Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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Van Nuys, CA 91410-0423

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## INTER VIVOS REVOCABLE TRUST RIDER

PARCEL ID #:  
102229701003

Prepared By:  
JESUS RAMON

0006182933804004

[Doc ID #]

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

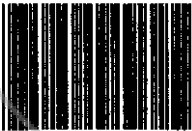
Page 1 of 5

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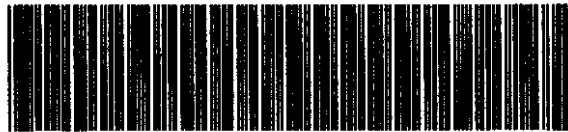
CHL (05/02)(d)

VMP MORTGAGE FORMS - (800)521-7291

Initials: *JR. MR.*  
12/99



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**DEFINITIONS USED IN THIS RIDER.**

(A) "Revocable Trust." The Joanne Araki-Faulkner Living Trust  
Trust created under trust instrument dated October 25, 2002  
JOANNE ARAKI FAULKNER

, for the benefit of

(B) "Revocable Trust Trustee(s)."  
JOANNE ARAKI FAULKNER  
trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)."  
JOANNE ARAKI FAULKNER  
settlor(s) of the Revocable Trust signing below.

(D) "Lender."  
MBNA America (Delaware), N.A.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:  
3520 TOPAZ PARK RD, GARDNERVILLE, NV 89410  
[Property Address]

**THIS INTER VIVOS REVOCABLE TRUST RIDER** is made this TWENTY-FOURTH day of APRIL, 2004, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

**A. INTER VIVOS REVOCABLE TRUST.**

**1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).**

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of \_\_\_\_\_; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of NEVADA; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

**2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.**

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

**B. ADDITIONAL BORROWER(S).**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

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**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Revocable Trust.**

If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

DOC ID #: 0006182933804004

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

Joanne Araki-Faulkner Trustee  
JOANNE ARAKI FAULKNER  
Trustee of the Joanne Araki-Faulkner Living Trust

Trust under trust instrument dated October 25, 2002  
for the benefit of  
JOANNE ARAKI FAULKNER  
Joanne Araki-Faulkner  
- Borrower

Michael Faulkner  
MICHAEL FAULKNER

Trust under trust instrument dated \_\_\_\_\_  
for the benefit of \_\_\_\_\_  
\_\_\_\_\_  
- Borrower

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P.O.Box 10423  
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**INTER VIVOS REVOCABLE TRUST AS BORROWER -  
ACKNOWLEDGMENT**

PARCEL ID #:  
102229701003

Prepared By:  
JESUS RAMON

0006182933804004


[Doc ID #]

MULTISTATE INTER VIVOS REVOCABLE TRUST AS BORROWER/ACKNOWLEDGMENT

Page 1 of 2

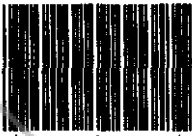
Initials: *JR MJ*

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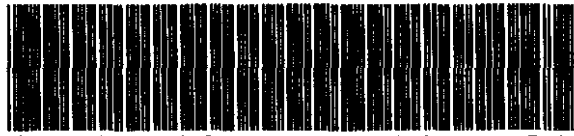
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CHL (09/01)(d)

VMP MORTGAGE FORMS - (800)521-7291



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DOC ID #: 0006182933804004

BY SIGNING BELOW, the undersigned, Settlor(s) of the

Joanne Araki-Faulkner Living Trust

Trust under trust instrument dated October 25, 2002, for the benefit of  
JOANNE ARAKI FAULKNER  
acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and  
agrees to be bound thereby.

*Joanne Araki Faulkner*

JOANNE ARAKI FAULKNER Individually

-Trust Settlor

*Michael Faulkner*

MICHAEL FAULKNER

-Trust Settlor

*Joanne Araki Faulkner Trustee*

Joanne Araki Faulkner as trustee of The Joanne Araki-Faulkner Living Trust  
under instrument dated October 25, 2002 for the benefit of Joanne Araki-Faulkner

-Trust Settlor

-Trust Settlor

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