

Loan No: 120202735

REQUESTED BY
Pacific Corp & Title
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

Assessor's Parcel Number: *1320-36-002-009*

2004 OCT -1 PM 2:34

Return to:
IndyMac
3465 E Foothill
Pasadena, CA 91107

WERNER CHRISTEN
RECORDER

\$52.00 PAID DEPUTY

State of Nevada

Space Above This Line For Recording Data

48515455

DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is September 17, 2004 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: Joseph R. Townsell and Suzanne L. Townsell, Husband and Wife as Joint Tenants Joseph R. Townsell and Suzanne L. Townsell Revocable Trust created on January 3, 2003
1857 Borda Way, Gardnerville, NV 89410

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: American Pioneer Title Insurance Company
16969 Von Karman, Irvine, CA 92606

LENDER: IndyMac Bank, F.S.B., a federally chartered savings bank
155 North Lake Avenue, Pasadena, CA 91101

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:
See Exhibit "A" attached hereto and made a part hereof.

APN: 1320-36-002-009

The property is located in Douglas at 1857 Borda Way, Nevada 89410
(County) (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 50,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)
One certain home equity line of credit agreement dated September 17, 2004 executed by Joseph R. Townsell in the amount of \$50,000.00 due and payable in full on October 15, 2024.

[Handwritten signatures]
page 1 of 4

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. **Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive.** All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

- 5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

(page 2 of 4)
[Handwritten signatures and initials]

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Grantor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale, including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law.

Upon the sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges, and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

Signature Addendum to Deed of Trust/Mortgage

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and in any rider (s) executed by Borrower and recorded with it.



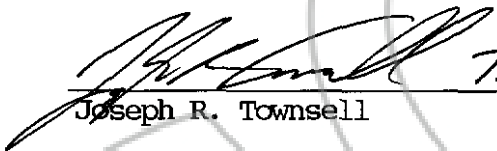
Joseph R. Townsell Borrower



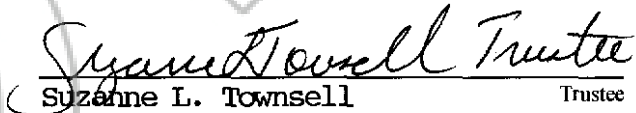
Suzanne L. Townsell Borrower

Borrower

Borrower

 TRUSTEE

Joseph R. Townsell Trustee

 Trustee

Suzanne L. Townsell Trustee

Trustee of the Joseph R. Townsell and Suzanne L. Townsell Revocable Trust, under trust instrument dated January 3, 2003, for the benefit of Joseph R. Townsell and Suzanne L. Townsell

Trustee

Trustee of the Joseph R. Townsell and Suzanne L. Townsell Revocable Trust, under trust instrument dated January 3, 2003, for the benefit of Joseph R. Townsell and Suzanne L. Townsell

Trustee

Loan No: 120202735

Signature Addendum to Deed of Trust/Mortgage
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BY SIGNING BELOW, the undersigned, Settlor (s) of the Joseph R. Townsell and Suzanne L. Townsell Revocable Trust, acknowledges all of the terms and covenants in the Security Instrument and any rider (s) thereto and agrees to be bound thereby.

Joseph R. Townsell TRUSTEE
Trust Settlor

Suzanne L. Townsell Trustee
Trust Settlor

Trust Settlor

Trust Settlor

State of California
County of Santa Cruz

On September 23, 2004, before me, Joyce Genho, Notary Public personally appeared

Joseph R. Townsell and Suzanne L. Townsell

(as 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.

Joyce Genho



Loan No: 120202735

Signature Addendum to Deed of Trust/Mortgage
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GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON DOCUMENT
TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: JOYCE GENHO

DATE COMMISSION EXPIRES: 1/21/2007

COMMISSION NUMBER: 1395088

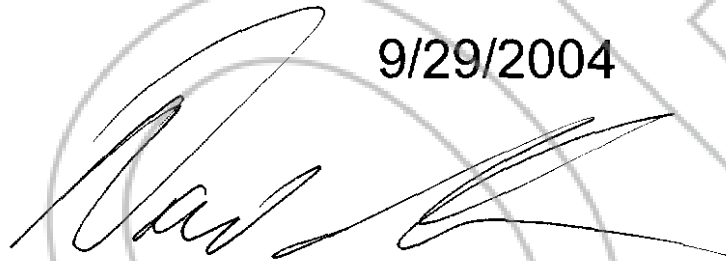
VENDOR NUMBER: NNA1

COUNTY WHERE BOND IS FILED: SANTA CRUZ

PLACE OF EXECUTION: IRVINE, CALIFORNIA

DATE: 9/29/2004

BY:



CHICAGO TITLE COMPANY

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EXHIBIT 'A'

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 13 NORTH,
RANGE 20 EAST, FURTHER DESCRIBED AS FOLLOWS:

PARCEL 8-A, AS SET FORTH ON PARCEL MAP NO. 2 FOR K. W. EMERSON, INC., FILED
IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON FEBRUARY 27, 1990 IN BOOK
290, PAGE 3907, DOCUMENT NO. 220873 OF OFFICIAL RECORDS.

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REVOCABLE TRUST RIDER

Loan No: 120202735

DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust." The Joseph R. Townsell and Suzanne L. Townsell Revocable Trust

Trust created under trust instrument date January 3, 2003, for the benefit of Joseph R. Townsell and Suzanne L. Townsell

(B) "Revocable Trust Trustees." Joseph R. Townsell and Suzanne L. Townsell

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." Joseph R. Townsell and Susan L. Townsell

settlor(s) of the Revocable Trust signing below.

(D) "Lender." IndyMac Bank, F.S.B., a federally chartered savings bank

(E) "Security Instrument." The mortgage, deed of trust or security deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

1857 Borda Way, Gardnerville, NV 89410

[Property Address]

THIS REVOCABLE TRUST RIDER is made this 17th day of September, 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), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:



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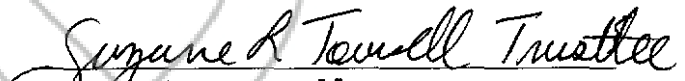
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Loan No: 120202735

ADDITIONAL BORROWER(S). The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, 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 the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

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


Joseph R. Townsell -Trustee


Suzanne L. Townsell -Trustee

Trustee of the Joseph R. Townsell and Suzanne L. Townsell Revocable Trust
, under trust instrument dated January 3, 2003,
for the benefit of Joseph R. Townsell and Suzanne L. Townsell

Trustee of the Joseph R. Townsell and Suzanne L. Townsell Revocable Trust
, under trust instrument dated January 3, 2003,
for the benefit of Joseph R. Townsell and Suzanne L. Townsell

-Trustee

-Trustee

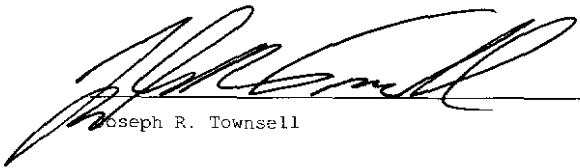


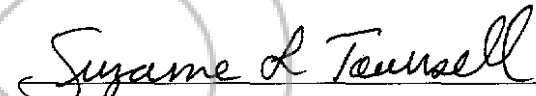
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BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

Settlor:


Joseph R. Townsell


Suzanne R. Townsell
Suzanne SAT



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AFFIDAVIT REGARDING REVOCABLE TRUST (with Amendment to Trust, if applicable)

Words used in this Affidavit are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is Joseph R. Townsell

"Lender" is IndyMac Bank, F.S.B., a federally chartered savings bank, and its successors or assigns.

"Note" means the promissory note(s) dated September 17, 2004, signed by Borrower in favor of Lender.

"Property" means the property commonly known as 1857 Borda Way, Gardnerville, NV 89410, in which title is or will be held in the name of the Trust.

"Security Instrument" means the Deed of Trust/Mortgage/Security Deed/Security Instrument signed by Borrower in favor of Lender, securing payment of the Note.

"Settlor" is the person or persons who created and established the Trust.

"Trust" means the trust evidenced in trust instrument known as Joseph R. Townsell and Suzanne L. Townsell Revocable Trust

"Trustee" means the person or persons or entity named in the Trust document as having the power and authority to act on behalf of the Trust.

Before me, the undersigned on this day personally appeared Settlor and Trustee, known to me to be the person(s) whose name(s) are subscribed below and after being duly sworn by me did each on his or her oath state the following:

If there is any discrepancy between the following represented matters and the actual terms of the Trust, then to the extent of the discrepancy, by execution of this Affidavit, the Trust is hereby amended to be consistent with the following representations; and that they have the authority to make this Affidavit (and amendment, if applicable) to the Trust:

- 1) The Trust is an inter vivos revocable trust.
- 2) Holding title to the Property in the Trust does not or will not in any way diminish Lender's rights as a creditor, including the right to have full title to the Property vested in Lender if foreclosure proceedings have to be initiated to cure a default under the terms of the mortgage.
- 3) The Trust has been established by a written document during the Settlor's lifetime, to be effective during the Settlor's lifetime.
- 4) The Trust is one in which the Settlor has reserved the right to revoke the Trust during the Settlor's lifetime.
- 5) The primary beneficiary(ies) of the Trust is the Settlor.

Loan No: 120202735

Affidavit Regarding Revocable Trust (with Amendment to Trust, if applicable) (Multistate)

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- 6) The income or assets of at least one Settlor were used to qualify for the mortgage and that Settlor will occupy the Property and sign the Note and Security Instrument.
- 7) The Trust document names one or more Trustees to hold legal title to, and manage, the Property.
- 8) The Trustee is either the Settlor (or at least one of the Settlers, if there is more than one) or an institutional trustee that customarily performs trust functions in (and is authorized to act as Trustee under the laws of) the relevant state.
- 9) The Trustee has the power to mortgage the Property for the purpose of securing a loan to Borrower under the Note, without the requirement of notice being given to or permission obtained from any person or entity.
- 10) The Property is a one-family principal residence, second home, or single-family investment property.
- 11) Full title to the Property to be vested jointly in the Trustee(s) of the *inter vivos* revocable trust and in the name(s) of an individual Borrower(s), or in the Trustee(s) of more than one *inter vivos* revocable trust.
- 12) The Trust has not been revoked, modified or amended in any manner which would cause the representation contained in this Affidavit to be incorrect.
- 13) This Affidavit is being signed by the Settlor and all currently acting Trustees of the Trust.
- 14) The Trust is in full force and effect, and those who created, granted or established the Trust are alive.

[Signatures on Following Page]

Loan No: 120202735

Affidavit Regarding Revocable Trust (with Amendment to Trust, if applicable) (Multistate)

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This Affidavit is being executed with the understanding that it may be relied upon by any third party transacting business with the Trust, including, but not limited to, any lender, title insurer, and successor or assigns of any lender or title insurer. Lender has no duty to see to the disposition of the loan funds.

SETTLOR:

Joseph R. Townsell

Joseph R. Townsell -Settlor

Suzanne L. Townsell

Suzanne L. Townsell -Settlor
Suzanne L.T

TRUSTEE:

Joseph R. Townsell

Joseph R. Townsell -Trustee

Trustee of the Joseph R. Townsell and Suzanne L. Townsell Revocable Trust, under trust instrument dated January 3, 2003, for the benefit of Joseph R. Townsell and Suzanne L. Townsell

Suzanne L. Townsell

Suzanne L. Townsell -Trustee

Trustee of the Joseph R. Townsell and Suzanne L. Townsell Revocable Trust, under trust instrument dated January 3, 2003, for the benefit of Joseph R. Townsell and Suzanne L. Townsell

-Settlor

-Trustee

-Settlor

-Trustee

State of *California* §
County of *Santa Cruz* §
§
§

SUBSCRIBED AND SWORN to before me on *September 23, 2004*



Joyce Genho

Notary Public

Loan No: 120202735

Affidavit Regarding Revocable Trust (with Amendment to Trust, if applicable) (Multistate)

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