

Assessor's Parcel No.: 1418-27-411-020

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FIRST AMERICAN ELS, INC.
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FACT DEPARTMENT

WERNER CHRISTEN
RECORDER

\$ 43.00 PAID CR DEPUTY

0201 Cypress Plaza Drive, Suite 100

[Street Address]

Jacksonville, FL 32256

[City, State Zip Code]

Until a change is requested, all tax statements
shall be sent to the following address:
Alfred J. Samango

[Name]

1308 Cave Rock Drive Unit: C

[Street Address]

ZEPHYR COVE, NV 89448

[City, State Zip Code]

[Space Above This Line For Recording Data]

MIN 100063465380114766

HOME EQUITY LINE OF CREDIT DEED OF TRUST

Secondary Lien

6156227

(Securing Future Advances)

THIS DEED OF TRUST IS TO BE GOVERNED BY THE PROVISIONS OF
NEV. REV. STAT. §§ 106.300 - 106.400.

Borrower has established a line of credit ("Home Equity Line of Credit") with Lender as evidenced by Borrower's Home Equity Line of Credit Agreement and Promissory Note dated the same date as this Security Instrument, and all renewals, extensions, modifications, replacements and substitutions thereof (collectively, the "Agreement"). Lender has agreed to make advances to Borrower under the terms of the Agreement. Such advances shall be of a revolving nature and may be made, repaid and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including charges and collection costs which may be owing from time to time) shall not exceed forty six thousand five hundred and NO/100ths

(U.S. \$ 46,500.00)

plus interest thereon (the "Credit Limit"). That sum is referred to in the Agreement as the Credit Limit. The entire indebtedness under the Agreement, if not paid earlier, is due and payable on September 1, 2029 or on such later date as may be permitted by Lender in writing, or at such earlier date in the event such indebtedness is accelerated in accordance with the terms of the Agreement and/or this Security Instrument.

Loan No: 6538011476

Nevada Home Equity Line of Credit Deed of Trust - Secondary Lien MERS Modified

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DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below and other words are defined in Sections 3, 10, 12, 17, 19, and 20. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 15.

(A) "Security Instrument" means this Home Equity Line of Credit Deed of Trust, which is dated August 31, 2004, together with all Riders to this document.

(B) "Borrower" is Alfred J. Samango

Unmarried.

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is EverBank

Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 8201 Cypress Plaza Drive, Suite 100, Jacksonville, FL 32256

(D) "Trustee" is First American Title Insurance Company

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Agreement" means the Home Equity Line of Credit Agreement and Promissory Note signed by Borrower and dated August 31, 2004. The Agreement states Lender has agreed to make advances to Borrower under the terms of the Agreement, such advances to be of a revolving nature. The total outstanding principal balance owing at any one time under the Agreement (not including charges and collection costs which may be owing from time to time under the Agreement) not to exceed the Credit Limit of *forty six thousand five hundred and NO/100ths* Dollars (U.S. \$ 46,500.00) plus interest. Borrower has promised to pay the total outstanding balance in Periodic Payments and to pay the entire debt in full not later than *September 1, 2029*

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Account" means the debt evidenced by the Agreement, plus interest, any other charges due under the Agreement, and all sums due under this Security Instrument, plus interest.

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(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|-------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Home Improvement Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Agreement and the Account.

(P) "Periodic Payment" means the amount due from Borrower to Lender each month for (i) principal and/or interest under the Agreement, and all late charges and other charges provided herein or authorized by the Agreement, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to the escrow account requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Agreement and the Account do not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

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TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the prompt repayment of the Account evidenced by the Agreement, and all renewals, extensions and modifications of the Agreement, with interest thereon at the rate provided in the Agreement; (b) the payment of all other sums due under the Agreement, with interest thereon at the rate provided in the Agreement, (i) advanced to protect the security of this Security Instrument, (ii) incurred by Lender in connection with the enforcement of its rights under this Security Instrument and/or the Agreement, and/or (iii) required to be paid as set forth herein or in the Agreement; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, the Agreement and any prior mortgage or deed of trust.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in the _____ of DOUGLAS
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Exhibit "A" attached hereto and made a part hereto.

which currently has the address of 1308 Cave Rock Drive [Street]
ZEPHYR COVE, Nevada 89448 ("Property Address").
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal, Interest and Other Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Agreement and if allowable under Applicable Law, any prepayment charges, late charges and other charges due under the Agreement. Payments due under the Agreement and this

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Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

2. Application of Payments or Proceeds. Payments are deemed received by Lender when received at the location designated in the Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14 or in such manner or location as required under Applicable Law. Except as otherwise described in this Section 2, and as permitted under Applicable Law, all payments accepted and applied by Lender shall be applied to the outstanding Account balance in the following order of priority: (i) any prepayment charges due under the Agreement and/or this Security Instrument if permitted by Applicable Law; (ii) amounts due under this Security Instrument to secure the amounts advanced under the Account and to protect Lender's security; (iii) any escrow payments under Section 3 of this Security Instrument, if Lender requires such payments; (iv) any late charges; (v) any other fees and charges other than finance charges; (vi) accrued and unpaid finance charges due under the Agreement; and (vii) any unpaid principal balance due under the Agreement.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. To the extent permitted by Applicable Law, voluntary prepayments shall be applied first to any prepayment charges and then as described in the Agreement.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Subject to Applicable Law, Borrower shall pay to Lender on the days Periodic Payments are due under the Agreement, until the Account is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section 3. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender the Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 8. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 8 and pay such amount and Borrower shall then be obligated under Section 8 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA to mean the amount by which a current escrow balance falls short of the target balance at the time of escrow analysis, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA to mean the amount of the negative balance in the escrow account, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender. If under Section 21 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 Security Instrument.

4. Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument. Borrower shall pay when due, all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien other than a lien disclosed to Lender in Borrower's application or in any title report Lender obtained which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement, the Account and this Security Instrument, if allowed under Applicable Law.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with the Agreement, the Account and this Security Instrument, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services, and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the

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Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5, shall be added to the unpaid balance of the Account and interest shall accrue at the rate set forth in the Agreement, from the time it was added to the unpaid balance until it is paid in full.

Subject to Applicable Law, all insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement and the Account up to the amount of the outstanding Account balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, for damage to, or destruction of the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement and the Account up to the amount of the outstanding Account balance.

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. Unless Lender and Borrower otherwise agree in writing, and subject to the rights of any holder of a mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds, and shall be the sole obligation of Borrower. Subject to the rights of any holder of a mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Lender believes that Borrower has abandoned the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement, the Account or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Subject to the rights of any holder of a mortgage, deed of trust, or other security agreement with a lien which has priority over this Security Instrument, Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement, the Account or this Security Instrument, whether or not then due.

6. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether

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or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. If the Property is damaged, unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. Borrower's Home Equity Line of Credit Application. Borrower shall be in default if, during the home equity line of credit application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Agreement, the Account or this Security Instrument. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which has or may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Lender believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has or may attain priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument if allowed under Applicable Law. These amounts shall bear interest at the rate set forth in the Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. Mortgage Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Agreement and the Account) for certain losses it may incur if Borrower does not repay the Account as agreed. Borrower is not a party to the Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of entering into the Agreement and establishing the Account, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect.

10. Assignment of Miscellaneous Proceeds; Forfeiture. The Miscellaneous Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

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If the Property is damaged and if the restoration or repair is economically feasible and Lender's security is not lessened such Miscellaneous Proceeds shall be applied to restoration or repair of the Property. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

If Lender believes that the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, then Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. When Borrower (as that term is defined above) includes more than one person, Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

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13. Account Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, as allowed under Applicable Law, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender shall have the authority to impose additional fees and charges to perform services requested by or on behalf of Borrower, or to otherwise administer and service the Agreement and the Account. The additional fees and charges may include administrative costs incurred by Lender and/or in reimbursement of payments made by Lender to third parties. Such fees and charges may include, without limitation, any and all costs or fees associated with the origination and/or servicing of such Agreement and the Account, document copy or preparation fees, transmittal, facsimile or delivery fees, reconveyance and release fees, property inspections and returned check or insufficient funds charged in connection with payments made by or on behalf of Borrower under the Agreement and all other such fees for ancillary services performed by Lender for Borrower or at Borrower's request or for services necessitated by or resulting from Borrower's default or malfeasance relating to this Security Instrument or the Agreement or incurred by Lender or assessed upon Borrower pursuant to the provisions of this Security Instrument or the Agreement. Such fees and charges shall be secured by this Security Instrument up to the amount of the Credit Limit and, unless Borrower and Lender agree to other terms of payment, shall bear interest from the date assessed by Lender at the rate stated in the Agreement, and in effect from time to time, and shall be payable, with interest, immediately following written demand from Lender to Borrower requesting payment thereof. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. The absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee.

If either the Agreement or the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other charges collected or to be collected in connection with the Agreement and the Account exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower may have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

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As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Agreement and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 14 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.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, as allowed under Applicable Law; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of the Agreement and the Account; Change of Loan Servicer; Notice of Grievance. The Agreement and the Account, or a partial interest in the Agreement and the Account (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects the Periodic Payments due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Agreement and the Account. If there is a change of the Loan Servicer, if required under Applicable Law, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Agreement and the Account are sold and thereafter the Agreement and the Account are serviced by a Loan Servicer other than the purchaser of the Agreement and the Account, the mortgage loan servicing obligations will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the purchaser of the Agreement and the Account unless otherwise provided by the purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in

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compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 19. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including, but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

21. Events of Default; Acceleration; Remedies. The occurrence of any one or more of the following events shall, at the election of Lender, constitute an "Event of Default," and shall entitle Lender to terminate the Agreement and the Account and accelerate the indebtedness secured hereby: (a) any Borrower engages in fraud or material misrepresentation, whether by action or omission, in connection with any phase of the Agreement; (b) Borrower fails to meet the repayment terms set forth in the Agreement; or (c) Borrower's action or inaction adversely affects the Property or Lender's security interest, including, but not limited to, Borrower's actions or omissions that constitute "Events of Default" under the Agreement, or Borrower's failure to perform any material covenants or agreements contained in this Security Instrument.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 35 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of all sums secured by

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this Security Instrument, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Borrower defaults in the performance of any covenant or agreement in this Security Instrument, and if notice of breach and election to sell, as required by Applicable Law, has been first recorded, then Trustee, its successors or assigns, on demand by Lender, shall sell the Property, or such part thereof in its discretion that shall be necessary to sell, in order to accomplish the objects of these trusts, and in the manner required by Applicable Law.

Trustee shall first give notice of the time and place of such sale, in the manner provided by Applicable Law, for the sale of real property under execution, and may from time to time postpone such sale by advertisement as it may deem reasonable, and without further advertisement, by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised. As to any such sale that may have been postponed, Trustee may sell the Property so advertised, or any portion thereof, at public auction at the time and place specified in the notice, either in the county in which the Property, or any portion thereof, is situated, or at the office of the Trustee, in its discretion, to the highest cash bidder. Lender may bid and purchase the Property at any such sale. Lender may, after recording the notice of the breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to its former position and have and enjoy the same rights as though such notice had not been recorded.

Trustee, upon such sale, shall make (without warranty), execute and, after due payment made, deliver to the purchaser a deed or deeds of the Property so sold which shall convey to the purchaser all the title of the Borrower in the trust premises. The proceeds of the sale shall be applied in the following order: (a) to the expenses of the sale, together with the reasonable expenses of the trust, and also including reasonable attorneys' fees which shall become due upon any default made by Borrower in any of the payments aforesaid; (b) to any expenses incurred by Lender or Trustee for procuring a search of the title to the premises, or any part thereof, subsequent to the execution of the Security Instrument; (c) to all sums secured, and interest thereon then remaining unpaid, and the amount of all other moneys with interest thereon agreed or provided to be paid by Borrower; and (d) the balance or any surplus of such proceeds to the person or persons legally entitled thereof.

In the event of a sale of the Property conveyed or transferred in trust, or any part thereof, and the execution of the deed or deeds therefore under such trust, the recital therein of default, and of recording notice of breach and election of sale, and of a demand by Lender that such sale should be made, shall be conclusive proof of such default, recording, election, elapsing of time, and of the due giving of such notice, and that the sale was regularly and validly made on due and proper demand by Lender. Any such deed or deeds with such recitals therein shall be effectual and conclusive against Borrower, and the receipt of the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligations to see the proper application of the purchase money, according to the trusts aforesaid.

22. Reconveyance. Upon request from Borrower and upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes and agreements evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

24. Assumption Fee. If there is an assumption of this Agreement and the Account, Lender may charge an assumption fee of U.S. \$ 100 where no credit checks are required, the greater of \$400 or 1% of unpaid principal balance of the mortgage - up to a maximum of \$900 - if the change of ownership requires credit approval of the new mortgagor; or any maximum prescribed by Applicable Law.

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



Alfred J. Samango (Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

[Acknowledgment on the Following Page] _____

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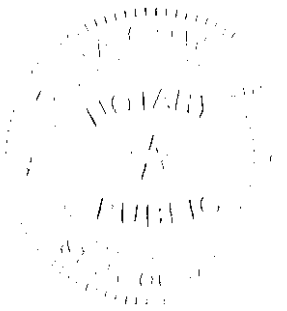
State of *Hawaii*
City of *Honolulu*
County of *Honolulu*

§
§
§

This instrument was acknowledged before me on *31st day of August 2004* (date) by
Alfred J. Samango

(names of person(s) acknowledged).

(Seal)



Dena Cowles

Notary Public *Dena Cowles* [Printed Name]
My Commission Expires: *9-8-2006*

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PLANNED UNIT DEVELOPMENT RIDER

MIN: 100063465380114766

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 31st day of August, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to EverBank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1308 Cave Rock Drive, ZEPHYR COVE, NV 89448
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Declaration of Covenants, Conditions, and Restrictions of Record (the "Declaration"). The Property is a part of a planned unit development known as

Cove Rock

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire,

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Initials: 

Multistate PUD Rider — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.


D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Multistate PUD Rider - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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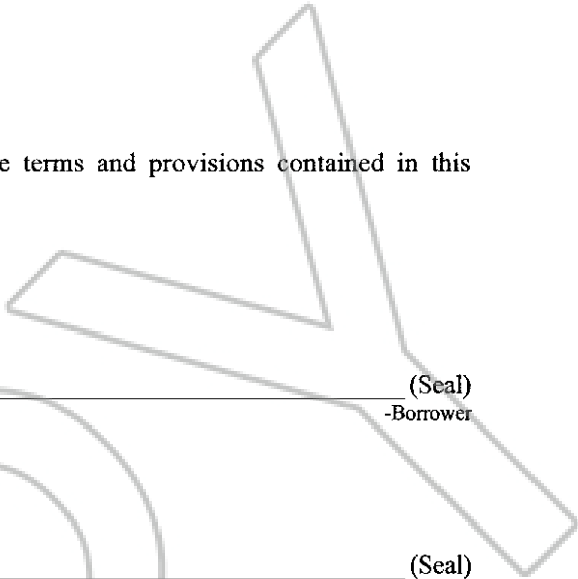
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



Alfred J. Samargo (Seal)
-Borrower



(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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Multistate PUD Rider - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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August 27, 2004

08:37

Loan No: 6538011476

Samango

To: Settlement Agent:
EverBank

Closing Contact:
EverBank

8201 Cypress Plaza Dr. Suite 100
Jacksonville, FL 32256
Attn:
Telephone No.: 904-322-7686
Fax No.: 904-470-2784
GF No./Escrow No.:

8201 Cypress Plaza Drive, Suite 100
Jacksonville, FL 32256
Attn: Michella Holmes
Telephone No.: 904-281-6378
Fax No.: 904-281-6346
Process No./Loan No.: 6538011476
P&P Invoice No.: CC797701

SUPPLEMENTAL CLOSING INSTRUCTIONS

Prepare and close this loan in accordance with the requirements as set forth in the Master Closing Instructions and these Supplemental Closing Instructions. In the event the Master and Supplemental Closing Instructions conflict, the Supplemental Closing Instructions will control. These Closing Instructions will expire on the Document Expiration Date or the Interest Rate Expiration Date, whichever occurs first. In the event this loan does not close by the first occurring date, or if the loan documentation does not conform to the information stated herein, do not close the loan. Contact the Closing Coordinator.

SECTION I: LOAN INFORMATION

Scheduled to Close/Date of Papers: **August 31, 2004**
Document Expiration Date: **August 31, 2004**

Estimated Funding Date: **September 7, 2004**
Interest Rate Expiration Date: **September 10, 2004**

Borrower(s): **Alfred J. Samango**

Seller(s): **N/A**

Property Address:
1308 Cave Rock Drive, ZEPHYR COVE, NV 89448

Mailing Address (if different than Property Address):
1308 Cave Rock Drive Unit: C, ZEPHYR COVE, NV 89448

Legal Description:
See Exhibit "A" attached hereto and made a part hereto.

Property County: **DOUGLAS**

Term/Months Amortized: **N/A / N/A**

Loan Type: (HELOC) 2nd Lien Home Equity Line of Credit

Initial Interest Rate: **5.000**

Loan Amount: **N/A**

Initial Payment Amount (excluding impounds): **N/A**

Sales Price: **N/A**

Margin: **0.500**

Down Payment: **N/A**

Current Index: **4.500**

FHA/VA Case No.: **N/A**

Periodic Interest Cap: **N/A**

Secondary Lien Amount: **N/A**

First Payment Date: **October 1, 2004**

Occupancy: **Primary**

Final Payment Date: **September 1, 2029**

HELOC LOANS ONLY

Line of Credit: **46,500.00**

Draw Period: **10 years**

Initial Advance: **46,500.00**

Repayment Period: **15 years**

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SECTION II: LOAN FEES AND ESCROWS

A. Fees Paid at Closing. The following fees must be indicated on the HUD-1 Settlement Statement. The term "POC" means "paid outside of closing." The term "deducted" means that the fee has been subtracted from the Lender's funds.

The fees must be collected from the indicated parties. Lender must be notified of any changes to fees prior to the closing of the loan. If fees change, do not close without updated, written instructions from the Lender.

		<u>Borrower</u>	<u>Seller</u>	<u>Lender/ Third Party</u>
Credit Report	:POC			6.50
Processing Fee (EverBank)	:POC	100.00		
Flood Certification Fee (Elite Lender Services)	:POC			15.50
MERS Registration Fee (M.E.R.S.)	:POC			3.95
Settlement Fee	:POC			150.00
Notary Fee	:POC			125.00
Courier fee (Airborne Express/Federal Express)	:POC			60.00

Amount of Net Funding: 46,500.00

BORROWER / SELLER FEES FOR THE SAME ITEM MAY APPEAR ON DIFFERENT LINES

B. Issuance of Separate Checks. Lender requires the issuance of separate checks as follows:

\$	to
\$	to
\$	to
\$	to
\$	to
\$	to

C. Interest and Escrow Fees. Interest. Unless otherwise specified in these Instructions, collect prepaid interest from Borrower(s) and remit by separate check to Lender.

Unless specified otherwise in the contract, all prepaid items, including interest, must be paid by the Borrower. Collect interest @ N/A per day from date of funding (including funding date) to (but not including) the N/A day of the month prior to the first payment due date. Estimated Prepaid Interest: \$N/A

* Prepaid interest will not be collected or credited since Borrower(s) will have a "short first payment." Do not show negative interest credit on the settlement statement.

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Escrow Reserves. If an escrow account is to be established at closing, the maximum cushion the lender may require is 1/6 of the total annual disbursements using aggregate analysis accounting (RESPA, Regulation X).

- Escrows will be collected once construction is completed.
- Escrow reserves are waived. Escrow waiver must be executed at closing.
- Collect the following escrow reserves and show these amounts on the HUD-1 or HUD-1A Settlement Statement under Section L. 1000. Initial Escrow Account Disclosure must be executed at closing. Reserves Deposited With Lender:

D. **Mortgage Broker Fees.** The following amounts have not been deducted from Lender's funds. Collect the following Mortgage Broker Fees and show these amounts on the HUD-1 or HUD-1A Settlement Statement under Section L. 800. Items Payable in Connection With Loan (808-811):

<u>Borrower</u>	<u>Seller</u>	<u>Lender/Third Party</u>
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All Mortgage Broker Fees should be shown on lines 808-815 of the HUD-1. If the Mortgage Broker is being paid a premium yield discount it should also be indicated on lines 808-815 of the HUD-1, but shown as "POC."

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SECTION III: LOAN DOCUMENTS

Enclosed are the following documents regarding the loan referenced on page one of these Supplemental Closing Instructions. All papers must be signed as the legal documentation has been typed. If you have information that the typed names are incorrect, contact the Lender immediately. Complete any necessary items and return these documents with the exception of the Master Closing Instructions to the Lender. If a Right of Rescission is included in this package, refer to the Truth-in-Lending section of the enclosed Master Closing Instructions regarding the Notice of Right to Cancel.

SETTLEMENT AGENT IS REQUIRED TO ATTACH PROPERLY COMPLETED, EXECUTED, AND RECORDABLE ACKNOWLEDGMENTS TO APPLICABLE DOCUMENTS PRIOR TO RECORDING.

NOTARY FORMS MUST BEAR THE STAMP/SEAL, EXPIRATION DATE, ACKNOWLEDGMENT DATE, PRINTED NAME AND SIGNATURE OF THE NOTARY. IF THESE DOCUMENTS ARE TO BE EXECUTED IN A FOREIGN COUNTRY, ACKNOWLEDGMENT REQUIREMENTS ESTABLISHED BY THE COUNTY RECORDER'S OFFICE IN WHICH THE PROPERTY IS LOCATED MUST BE MET.

- * Notice of Right to Cancel/Open End (65)
- * Planned Unit Development Rider
- * Correction Agreement
- * Name Affidavit(s)
- * Borrower's Closing Affidavit
- * Tax and Hazard Insurance Record
- * U-9's
- * HELOC Very Important Instructions to Closing Agent
- * ARM Disclosure
- * Notice of Assignment, Sale or Transfer of Servicing Rights
- * Home Equity Line of Credit Authorized Account Signature(s)
- * Home Equity Line of Credit Authorization To Pay
- * Date of Birth Closing Affidavit
- * EverBank ABA Disclosure Statement
- * EverBank Privacy Notice
- * Wiring Instructions for First Alliance Bank
- * Home Equity Line of Credit Agreement
- * Very Important Instructions to Closing Agent

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SECTION IV: CLOSING/FUNDING CONDITIONS

READ ALL CLOSING INSTRUCTIONS THOROUGHLY PRIOR TO COMMENCING THE CLOSING AND CONTACT **Michella Holmes** IMMEDIATELY IF FOR ANY REASON YOU CANNOT COMPLY WITH ALL CLOSING INSTRUCTIONS PRIOR TO **August 31, 2004** (Document Expiration Date or Interest Rate Expiration Date, whichever occurs first). If this cannot be accomplished, then specific written approval must be obtained from the Lender prior to closing. The Fraud Prevention section of the Master Closing Instructions must be reviewed by Settlement Agent prior to closing.

All documents must be signed by the borrower in person. Obtain the proper identification. No closings are authorized using a power of attorney without prior written approval from the Lender.

SETTLEMENT AGENT IS NOT AUTHORIZED TO MAKE ANY CHANGES ON THE NOTE, SECURITY INSTRUMENT, TRUTH-IN-LENDING DISCLOSURE STATEMENT, OR ON ANY OTHER CLOSING DOCUMENTS. THE DOCUMENTS MUST BE REORDERED BY THE LENDER.

1. ___ SETTLEMENT AGENT TO CALCULATE AND APPLY ANY REISSUE OR DISCOUNTED RATE TO THE TITLE POLICY FOR WHICH THE BORROWER MAY BE ELIGIBLE.
2. ___ Sign and date Loan Application including occupancy certification.
3. ___ **) In the event this loan does not close/disburse, the closing agent must immediately return the funds and the closing package to the contact office listed at the top right of the Supplemental Closing Instructions.

**) Please advise the lender, prior to closing, if any property transfers have occurred within the last twelve months on subject property. Please contact the closer at the number indicated on our Supplemental Closing Instructions.

**) WHEN DOCUMENTS REQUIRE INITIALING BY THE BORROWER(S), CLOSING AGENTS/FACILITATORS ARE RESPONSIBLE FOR EXECUTION OF SAME SPECIFICALLY ON THE NOTE, SECURITY INSTRUMENT, RIDERS AND TRUTH IN LENDING. PENALTIES COULD BY INCURRED FOR FAILURE TO OBTAIN THESE INITIALS.

**) BORROWER IDENTIFICATION. Prior to closing the loan or requesting any borrower to sign a document relating to the closing, you must:

(a) Obtain from each borrower a valid driver's license, passport or other official government identification containing a photograph of the person named in such identification (the "Identification").

(b) Through visual observation, compare each borrower with the photograph in such borrower's Identification to determine whether such borrower's likeness is consistent with such photograph. If the borrower's likeness is not consistent with such photograph or you believe that the Identification is forged or otherwise fraudulent, contact the Lender immediately and do not proceed with the closing.

(c) Make a photocopy of each borrower's Identification and include such copies in the closing file to be delivered to the Lender.

4. ___ Lender requires the closing package and any funds be returned within 24 hours after disbursement, or a \$50.00 fee will be assessed daily. Please return package addressed to: EverBank, 8201 Cypress Plaza Drive, Suite 100, Jacksonville, FL 32256, Attn: Post Closing.
5. ___ Settlement Agent to complete, if applicable, the required information at the bottom of the legal description for all recorded documents in the following states: Assessor's Identification Number (CA), Assessor's Parcel Number (NV), Assessor's

See Attached Additional Closing/Funding Conditions Page (Section IV)

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ADDITIONAL CLOSING/FUNDING CONDITIONS PAGE (Section IV)

- Property Tax Parcel of Account Number (WA), Parcel Identification Number (KY, PA, VA & WI), Parcel Number (DE (Kent County), FL, IL, MT, NC, OH, & TN), Tax Map Number (HI, NJ & NY).
6. ___ The escrow fee (or the fee charged for conducting or attending the closing) charged to Borrower by Settlement Agent has been included as a prepaid finance charge in the Truth in Lending disclosure pursuant to federal regulations effective October 1, 1998. Do not increase or decrease this fee without Lender's prior written consent. If no escrow fee is shown in these closing instructions, then no escrow fee will be charged to Borrower by Settlement Agent.
 7. ___ The information transmitted to you by way of the enclosed loan documents includes elements of the borrower's nonpublic personal and financial information. All information about the borrower is to be regarded as STRICTLY PRIVATE and CONFIDENTIAL and is not to be further disseminated or disclosed under any circumstances. If you are unwilling or unable to safeguard the borrower's information, please immediately notify the Lender for instructions on the return of the closing document package.
 8. ___ IT IS THE CLOSING AGENT'S/NOTARY'S RESPONSIBILITY TO HAVE THE BORROWER(S) INITIAL ANY AND ALL CORRECTIONS OR STRIKEOUTS ON ALL DOCUMENTS PRESENTED AT CLOSING. YOU ARE ALSO RESPONSIBLE FOR HAVING THE BORROWER(S) INITIAL EACH PAGE OF THE NOTE THAT IS NOT THE SIGNATURE PAGE. YOU ARE RESPONSIBLE FOR HAVING THE DOCS SIGNED AS PREPARED, HAVING THE NON-PARTICIPATING SPOUSE SIGN ONLY THE SECURITY INSTRUMENT, TRUTH IN LENDING AND ON A REFINANCE, THE RESCISSION DOCS. ***** PRIOR TO MAKING ANY CHANGES OR CORRECTIONS TO THE DOCUMENTS, APPROVAL MUST BE OBTAINED FROM THE LENDER. *****
 9. ___ All closing documents must be signed in blue ink.
 10. ___ AS SETTLEMENT AGENT, you are required to list the names of the recipients of any and all 3rd party fees and no more, no less than those shown on our Supplemental Closing Instructions to be reflected on the HUD-1. Failure to adhere to this procedure may result in your paying any monetary losses resulting from regulatory non-compliance and/or suspension of your services.
 11. ___ This loan must close in accordance with Lender's supplemental and general closing instructions. If there are any variations to these instructions, contact Lender's Closing Department IMMEDIATELY.
 12. ___ RECEIPT AND APPROVAL of the completed HUD-1 prior to closing.
 13. ___ Survey or survey affidavit must be returned in the closed loan package. In lieu of providing a survey, a title policy with no survey exceptions is acceptable.
 14. ___ The enclosed hold harmless agreement must be executed by the borrower(s) in lieu of an inspection.
 15. ___ Borrower(s) must sign and date, EXACTLY as typed, all documents included in this package. The final typed loan application should be included in the closing package. It is responsibility of the individual closing this loan to insure that this is a part of the closing package and that it is signed at closing. Please contact the closer if the application was not included in your closing package.
 16. ___ Spouse must execute the Mortgage/Deed of Trust, Truth in Lending, and Right to Cancel (if applicable).
 17. ___ Closing Agent must complete the trustee information on the Deed of Trust.
 18. ___ No survey exceptions are allowed on final title policy.
 19. ___ Updated title commitment must be returned in the closed loan package.
 20. ___ A FUNDING NUMBER IS REQUIRED on GOVERNMENT TRANSACTIONS ONLY.
 21. ___ IMPORTANT***CLOSING AGENT TO RETURN SIGNED 1003 (APPLICATION) IN CLOSING PACKAGE***

See Attached Additional Closing/Funding Conditions Page (Section IV)

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ADDITIONAL CLOSING/FUNDING CONDITIONS PAGE (Section IV)

22. ___ HUD-1 to be e-mailed to closer prior to closing for approval or we will not fund this loan.
23. ___ Closing Agent must confirm borrowers have not rescinded prior to disbursement.
24. ___ No Subordinate Financing allowed.
25. ___ Closing Agent must have Trustee sign documents the same as pre-printed name appears. (Example: If printed trustee is "John Smith, as Trustee", then signature should be "John Smith, as Trustee" ONLY.)
26. ___ When closing a HELOC loan, ALL fees on the Settlement Statement must match the fees on our Fee Schedule as made a part of our Credit Agreement. If you, as the settlement agent, change any fees in the 1100, 1200 or 1300 sections of the HUD-1, you must notify the lender immediately to make changes and redraw the docs. The Fee Schedule and the Authorization To Pay (applicable with an initial draw) must contain all fees in the transaction to the borrower. If you add fees and fail to contact the lender for updated docs, you will be held responsible for refunding any fees omitted.
27. ___ On HELOC's, NO INTEREST WILL BE COLLECTED.
28. ___ *
29. ___ *
30. ___ SIGN AND DATE 1003 AT CLOSING
31. ___ BORROWER TO RETURN ORIGINAL APPLICATION AND ALL DISCLOSURES SIGNED AND DATED AT CLOSING
32. ___ BORROWER TO SIGN PUD RIDER AT CLOSING

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SECTION V: STATE SPECIFIC AND LOAN PROGRAM SPECIFIC REQUIREMENTS

SEE ATTACHED ADDENDUMS:

- Residential Construction Mortgage Loan Closing Instructions Addendum
- Addendum to Closing Instructions (California)
- Other:

SECTION VI: INSURANCE REQUIREMENTS

An insured closing letter must be issued in the name of the Lender providing the funds.

THE RECORDED SECURITY INSTRUMENT AND ANY RIDERS, PLUS ONE COPY, MUST BE FORWARDED TO THE PARTY INDICATED ON THE SECURITY INSTRUMENT IF THEY ARE RETURNED TO YOU FROM THE RECORDING OFFICE.

- Short Form Mortgagee Title Policy if available and requested by Lender.
- An original/signed Title Insurance Binder, Title Commitment or Mortgagee Policy in the amount of \$ **46,500.00**, indicating the Security Instrument will be a first lien subject only to the items stated in the Master Closing Instructions must be obtained. Return a corrected hard copy of the Title Commitment or Binder to Lender with loan documents. In addition to the requirements contained in the Master Closing Instructions, the Title Commitment or Binder must be amended as follows:
 1. 4, 5, 6.1, 8.1, 9
 2. Installment of current taxes and all prior installments must be shown as paid.
 3. Borrower's names to read the same as on the security instrument.
 4. Loan amount should be the same as the note and security instrument.

See Attached Additional Insurance Requirements Page (Section VI: Loan Funding)
Required Endorsements:

- Hazard Insurance for Purchase. At loan closing you must provide either an original Hazard Insurance Policy or Insurance Binder with a minimum coverage equal to the lesser of \$ **46,500.00** or the replacement cost of the improvements, and a paid receipt for the first year's premium.
- Hazard Insurance for Refinance. At loan closing you must provide a copy of the existing insurance policy with a minimum coverage equal to the lesser of \$ **46,500.00** or the replacement cost of the improvements. If the existing policy is due to expire within **60 days** of closing, you must also provide a paid receipt for next year's premium.
- Hazard Insurance for Condominium. At loan closing you must provide a Certificate of Insurance evidencing the condominium association's master policy.

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ADDITIONAL INSURANCE REQUIREMENTS PAGE (Sections VI)

5. The proposed insured should be the Lender named in the security instrument.

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Deductible and Mortgagee Clause. The deductible may not exceed \$1,000.00 or 1.00% of the policy face value, whichever is greater, unless state law authorizes Lender to permit a higher deductible. If you must obtain a separate policy or endorsement for hail, hurricane and/or windstorm protection, the deductible may not exceed \$2,000.00 or 2.00% of the policy face value, whichever is greater, unless state law authorizes Lender to permit a higher deductible. Policy must show Lender, its successors and assigns as follows:

EverBank

P.O. Box 2139, Jacksonville, FL 32232

- Flood Insurance. Provide to Lender Original Policy with Paid Receipt for one (1) year, with a minimum coverage of \$ _____ or Maximum available dollar amount with Maximum deductible of the greater of \$1,000.00, or 1% of the policy face value. Flood Insurance is required on all properties located in Special Flood Hazard area (zones A or V).

SECTION VII: LOAN FUNDING

These instructions cannot be amended by any oral agreements or discussions. Any deviations from the Supplemental Closing Instructions or the Master Closing Instructions are at the risk of Settlement Agent.

Our NET funding will be either wire transferred or in the form of a check. If they are wired funds, they will be transferred on the date of disbursement. If they are by check, you will be in receipt of it no later than the disbursement date. If the loan fails to close, the proceeds must be returned to the lender immediately. If wired funds are not returned promptly, interest at the per diem rate will be charged to the Settlement Agent. If there are any outstanding conditions required prior to funding, these must be faxed to the closer for approval prior to disbursement.

SECTION VIII: DELIVERY OF DOCUMENTATION

Each of the indicated items should be delivered to Lender by courier or overnight delivery.

TO BE COMPLETED BY SETTLEMENT AGENT:

On _____, I/we have closed this loan in accordance with your master and supplemental closing instructions. I certify compliance with all of the conditions outlined in these instructions. In addition, all required documentation, noted as such, is included in this closing package.

By: _____
(Settlement Agent Signature)

Funding Number

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Borrower:	Alfred J. Samango, an unmarried man 1308 Cave Rock Drive, Unit C Zephyr Cove, Nevada 89448		
Lender:	EverBank 8201 Cypress Plaza Dr., Suite 103 Jacksonville, Florida 32256		
Property:	1308 Cave Rock Drive Zephyr Cove, Douglas County, Nevada 89448		
Settlement Agent:	Everbank		
Place of Settlement:	8211 Cypress Plaza, Suite 103, Jacksonville, Florida 32256 Duval County		
Loan Number:	6538011476	File Number:	6538011476
Settlement Date:	August 31, 2004	Interest Begins:	September 7, 2004

L. SETTLEMENT CHARGES

800. Items Payable in Connection with Loan:

804.	Credit Report to CREDCO by Everbank (poc 6.50)
805.	Flood Cert Fee to Elite Lender Services to by Everbank (poc 15.50)
806.	M.E.R.S. Registration to M.E.R.S. to by Everbank (poc 3.95)
808.	Processing Fee to EverBank by Borrower (poc 100.00)

900. Items Required by Lender to be Paid in Advance:

901.	Interest - NONE
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1000. Reserves Deposited with Lender:

1100. Title Charges:

1101.	Settlement or Closing Fee to Everbank by Everbank (poc 150.00)
1102.	Abstract or Title Search
1103.	Title Examination
1104.	Title Insurance Binder
1105.	Document Preparation
1106.	Notary Fees to EverBank by Everbank (poc 125.00)
1107.	Attorney Fees (includes above item numbers: Title Insurance to FA Equity Loan Services by Everbank (poc 71.00) (includes above item numbers: Courier fees to EverBank to EverBank by Everbank (poc 75.00)
1111.	

1200. Government Recording and Transfer Charges:

1201.	Mortgage Recording Fees	32.00
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1300. Additional Settlement Charges:

1400.	Total Settlement Charges	32.00
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M. DISBURSEMENTS to OTHERS

1520.	Total Disbursed to Others	0.00
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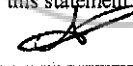
N. NET SETTLEMENT

1600.	Loan Amount	46,500.00
1601.	PLUS Cash/Check from Borrower	
1602.	MINUS Total Settlement Charges (Line 1400)	32.00
1603.	MINUS Disbursements to Others (Line 1520)	0.00
1604.	EQUALS Disbursement to Borrower	46,468.00

I have carefully reviewed the HUD-1A Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1A Settlement Statement.

Borrower 
Alfred J. Samango

The HUD-1A Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

Settlement Agent 
Alisha Romo

Date: August 31, 2004
File No.: 6538011476

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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EXHIBIT A

SITUATED IN DOUGLAS COUNTY, NEVADA:

UNIT 20, AS SET FORTH OF THE OFFICIAL PLAT OF CAVE ROCK VILLAS, RECORDED AUGUST 16, 1977, AS DOCUMENT NO. 12016, OFFICIAL RECORDS, OF DOUGLAS COUNTY, STATE OF NEVADA, BEING A SUBDIVISION OF LOT 3 OF CAVE ROCK ESTATES UNIT NO. 1, RECORDED JANUARY 3, 1962, AS DOCUMENT NO. 19323, OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AND DELINEATED ON THAT RECORD OF SURVEY OF CAVE ROCK VILLAS, RECORDED OCTOBER 9, 1979, IN BOOK 1079, OF OFFICIAL RECORDS AT PAGE 634, DOUGLAS COUNTY, NEVADA.

TOGETHER WITH AN UNDIVIDED 1/22 INTEREST IN AND TO THAT PORTION DESIGNATED AS COMMON AREA AS SET FORTH ON THE OFFICIAL PLAT OF CAVE ROCK VILLAS, BEING A SUBDIVISION OF LOT 3 CAVE ROCK ESTATES UNIT NO. 1, RECORDED AUGUST 16, 1977 AS DOCUMENT NO. 12016, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AND AS SHOWN ON THAT RECORD OF SURVEY OF CAVE ROCK VILLAS, RECORDED OCTOBER 9, 1979, IN BOOK 1079 OF OFFICIAL RECORDS, AT PAGE 634, DOUGLAS COUNTY, NEVADA.

Permanent Parcel Number: 1418-27-411-020
ALFRED SAMANGO, AN UNMARRIED MAN

1308 CAVE ROCK DRIVE UNIT C, ZEPHYR COVE NV 89448
Loan Reference Number : 2544712/6538011476
First American Order No: 6156227
Identifier: ELS

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