0656063 DOC 09/27/2005 02:30 PM Deputy: CF OFFICIAL RECORD Requested By: WESTERN TITLE COMPANY INC

Apr. 131402414026 Order No. 000284565-502-SLG

Account No. 57679 #L8

WHEN RECORDED MAIL TO:

CONTINENTAL FEDERAL CREDIT UNION 2161 E. GRAND AVE EL SEGUNDO, CA 90245 ATTN: REAL ESTATE DEPT 28465.5CG_ 91413 99

Douglas County - NV Werner Christen - Recorder

Page: 1 0f / 10 Fee: PG-10479 RPTT: BK-0905

23.00 0.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE

HOMEOWNERS VALUE LINE

Deed of Trust with Assignment of Rents and Request for Special Notice NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE RATE. THIS DOCUMENT SECURES OBLIGATIONS INCLUDING THE REPAYMENT OF OBLIGATORY FUTURE ADVANCES.

THIS DEED OF TRUST, Made

SEPTEMBER 26, 2005

ROBERT L. BLAKELY AND SHARON L. BLAKELY, HUSBAND AND WIFE AS JOINT **TENANTS**

Herein called TRUSTOR, whose address is

2425 GENOA MEADOWS CIRCLE GENOA

NEVADA 89411

(Number and Street)

(City)

(State)

(Zip)

AMERICAN TITLE COMPANY, a California corporation, herein called TRUSTEE, and CONTINENTAL FEDERAL CREDIT UNION, herein called beneficiary, WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the

County of

DOUGLAS

, State of NEVADA described as:

LOT 24, IN BLOCK D, AS SET FORTH ON THE FINAL MAP FOR, HIGH MEADOWS UNIT NO. 2, GENOA LAKES PHASE 4, A PLANNED UNIT DEVELOPMENT, RECORDED JUNE 24, 2002 IN BOOK 0602 OF OFFICIAL RECORDS AT PAGE 7600, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 545421.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

The Agreement and this Deed of Trust are, at the option of the Beneficiary, subject to acceleration upon sale, conveyance, alienation, or assignment, as permitted by law.

For the Purpose of Securing:

(1) All of the obligations of Trustor under that certain agreement entitled "Open-End Variable Rate Agreement and Federal Disclosure Statement for Loans Secured by Real Estate" between the Trustor and Beneficiary and dated SEPTEMBER 26, 2005 (hereafter referred to "Agreement"), as said Agreement may be modified or the obligation secured thereby may be extended, renewed, or replaced by other evidences of indebtedness from time to time. The Agreement provides for the payment of all sums of money with interest, at a rate or rates tied to an index and is, therefore, subject to change from time to time, and other charges which may be paid out or advanced by, or otherwise due to Trustee or Beneficiary under the provisions of the Agreement and this Deed of Trust. The amount secured hereby as of the date of this Deed of Trust is the Trustor's credit limit of \$60,000.00 (hereinafter referred to as the "credit limit"). This amount may be increased by the Beneficiary upon the Trustor's request and may be decreased by the Beneficiary upon notice to the other parties to the Agreement.

- (2) Payment, with interest thereon of any and all present or future indebtedness or obligations of Trustor (or any of them or any successor in interest to Trustor to the property) to Beneficiary. whether created directly or acquired by assignment, whether fixed or contingent, whether due or not, whether otherwise secured or not, or whether existing at the execution of this Deed of Trust or arising thereafter.
- (3) Payment of such additional sums, with interest thereon, as may hereafter be advanced to Trustor, or his successors or assigns, where evidenced by an Agreement reciting that they are secured by this Deed of Trust, and all extensions, modifications and renewals of such additional advances.
- (4) Payment, performance and discharge of every obligation, covenant and agreement of Trustor whether contained or incorporated by reference in this Deed of Trust, or contained in any document now or hereafter executed by Trustor in connection with the loan evidenced by the Agreement.

Variable Rate Loan. The Agreement secured by this Deed of Trust contains provisions which may result in increases in the Annual Percentage Rate or in the periodic installments. Reference is hereby made to the Agreement and to the Homeowners Value Line Rider attached to this Deed of Trust for provisions relating to such increases.

Agreement to Lend. Subject to the terms of the Agreement, Beneficiary is obligated to advance to Trustor an amount not to exceed Trustor's credit limit and Beneficiary is establishing for Trustor a Homeowners Value Line Account in the amount of Trustor's credit limit. Trustor's credit limit is the maximum amount of unpaid balance to which Trustor will be entitled. Trustor's repayment during the term of the Agreement of all or a portion of the then unpaid balance will result in a corresponding increase in credit then available to Trustor under the Agreement. SEE ATTACHED HOMOWNERS VALUE LINE RIDER TO DEED OF TRUST MADE A PART HEREOF.

To Protect the Security of This Deed of Trust, Trustor Agrees:

To all the terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on the reverse side hereof) which are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. Further, when used in said subdivision A and B the terms note and notes shall mean agreement.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

2 of 6 pages



BK- 0905 PG- 10480 permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonable necessary, the specific enumerations herein not

excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or adoption of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or wave any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee; and to pay all costs, and expenses, including cost of evidence of the title and attorney's fees in a reasonable sum in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by

Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or

superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or Lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not wave his right either to require prompt payment when due of all other sums so secured

or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured thereby. Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and

4 of 6 pages



BK- 0905 PG-10481

retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may described as "the person or

persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or wave any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration or default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the laps of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law. Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such orders as it may determine at a public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of This Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the

remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original

5 of 6 pages



BK- 0905 PG-10482 09/27/2005 In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned TRUSTOR that a copy of any notice of Default and a copy of any Notice of Sale under Deed of as Doc. No. Trust recorded

in Book

Page

. Official Records of

County,

NEVADA, as affecting above described property, executed by

as Trustor in which

is named as Beneficiary, and

be mailed to

CONTINENTAL FEDERAL CREDIT UNION

whose address is

2161 East Grand Avenue, El Segundo, CA 90245

Signature of Trustor

Signature of Trustor

SHARON L. BLAKE

STATE OF NEVADA } ss.

COUNTY OF DOUGLAS

ON SEPTEMBER 26, 2005, } before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT L. BLAKELY AND SHARON L. BLAKELY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF NEVADA County of Douglas SHARON GOODWIN My Appointment Expires June 14, 2006

Signaturé

(This area for official notarial seal)

ADDITIONAL TERMS AND PROVISIONS

To protect the security of this Deed of Trust. Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or

3 of 6 pages



BK- 0905 PG- 10483

Page: 5 Of 10 09/27/2005

Trustor, Trustee, and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein, In this Deed, whenever the context so requires, the masculine gender included the feminine and/or neuter, and the singular number includes the (9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

TO AMERICAN TITLE COMPANY

REQUEST FOR FULL RECONVEYANCE

The undersigned is the legal owner and holder of the note or notes, and all of the other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied: and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated	\
Please mail Deed of Trust	
Note and Reconveyance to	
Do not lose or destroy this be delivered to the Truste	Deed of Trust OR THE NOTE which it secures. Both must effor cancellation before reconveyance will be made.

DEED OF TRUST WITH POWER OF SALE AMERICAN TITLE COMPANY AS TRUSTEE

6 of 6 pages



BK- 0905 PG- 10484 09/27/2005

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26TH day of SEPTEMBER, 2005, 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 CONTINENTAL FEDERAL CREDIT UNION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6425 GENOA MEADOWS CIRCLE, GENOA, NV 89411 [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 LOT 24, IN BLOCK D, AS SET FORTH ON THE FINAL MAP FOR, HIGH MEADOWS UNIT NO. 2, GENOA LAKES PHASE 4, A PLANNED UNIT DEVELOPMENT, RECORDED JUNE 24, 2002 IN BOOK 0602 OF OFFICIAL RECORDS AT PAGE 7600, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 545421 (the "Declaration"). The Property is a part of a planned unit development known as

GENOA LAKES ASSOCIATION [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, 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,

MULTISTATE PUD RIDER-Single Family-Famile Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 (page 1 of 2 pages)



PG-10485

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.

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

ROBERT L. BLAKELY - Borrower

SHARON L. BLAKLEY

AKLEY - Borrower

2161 E. Grand Ave. Homeowner's Value Line El Segundo, Ca 90245

> NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE RATE

In this Rider to Deed of Trust the words, "I", "Me" and "My" mean each and all of those who sign the Open-End Variable Rate Note and Federal Disclosure Statement for Loans Secured by Real Estate (herein "Agreement"). The words "You", "Your" and "Yours" mean CONTINENTAL FEDERAL CREDIT UNION. The Note and Homeowner's Value Line Agreement is referred to as the "Plan".

PROMISE TO PAY: I promise to pay all sums advanced from time to time under this Plan, plus FINANCE CHARGES at the rate set forth in monthly payments as described below.

FINANCE CHARGE:

- (a) I will be charged a FINANCE CHARGE upon any unpaid balance on the Account. The FINANCE CHARGE on each new advance begins on the date of the advance. The FINANCE CHARGE is calculated using the "daily balance" method. The account balance is multiplied by the applicable daily periodic rate for the number of days the balance remains unpaid. The balance used to compute the FINANCE CHARGE is the balance in the Account each day after payments and credits have been subtracted and new advances and other debits have been added to the Account.
- (b) The FINANCE CHARGE is computed using a variable interest rate. My initial interest rate used to calculate the FINANCE CHARGE is the ANNUAL PERCENTAGE RATE of 7.00%, corresponding to a daily periodic rate of 0.0192%. Thereafter my interest rate may change during the term of the loan based on any corresponding increase or decrease in the Index.
- (c) My interest rate will be changed to correspond to changes in the Index. My Index is the most recently published "Prime Rate" for corporate loans at large U.S. Money Center Commercial Banks as it appears in the most recent edition of the Wall Street Journal under the heading "Money Rates" on March 1, June 1, September 1, December 1 of each year. In the event the Index ceases to be published, changes in the ANNUAL PERCENTAGE RATE will be

1 of 2 pages



related to a comparable index. Changes in the ANNUAL PERCENTAGE RATE will be based on changes in the index.

- (d) My new interest rate (ANNUAL PERCENTAGE RATE) is determined by adding 0.250% (percentage points) (your margin) to the index.
- (e) ANNUAL PERCENTAGE RATE changes will be made by comparing the Index in effect as of the last adjustment date (herein "Old Index") to the Index in effect as of the current adjustment date (herein "New Index"). The difference between these Indexes shall be added to my ANNUAL PERCENTAGE RATE if the New Index is higher than the Old Index, or subtracted from my ANNUAL PERCENTAGE RATE if the New Index is lower than the Old Index. The Credit Union may waive an increase in the ANNUAL PERCENTAGE RATE when such a increase can be made, but such a waiver shall not be construed as a waiver of the right of the Credit Union to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so. The Old Index as of the date of this agreement is 6.750%.
- (f) My ANNUAL PERCENTAGE RATE will not change more than once every three months on April 1, July 1, October 1, and January 1 of each year. These dates shall be known as "Change Dates". The index in effect on March 1 shall be used to calculate the ANNUAL PERCENTAGE RATE change effective April 1 of the same year. The Index in effect on June 1 shall be used to calculate the ANNUAL PERCENTAGE RATE change effective July 1 of the same year. The Index in effect on September 1 shall be used to calculate the ANNUAL PERCENTAGE RATE change effective October 1 of the same year. The Index in effect December 1 shall be used to calculate the ANNUAL PERCENTAGE RATE change effective January 1 the following year.
- (g) There are no limitations on any increase or decrease in the interest rate except that in no event will my maximum interest rate (the cap) exceed 18%. In the event changes in the Index result in a rate above the cap, then my interest rate will not change above the cap, while the maximum rate is in effect.

CHANGE IN TERMS: I understand that you may amend, modify, add to or delete from this Plan any of its terms and conditions which constitute insignificant changes or result in changes that are beneficial to me, in accordance with existing regulations, by mailing a notice of the change to me at my last known address. I also acknowledge and understand that material changes to this Plan may be made by the mutual written consent of you and I.

This rider contains only those terms of the agreement relating to ANNUAL PERCENTAGE RATE changes. See the Note and Deed of Trust for complete terms.

ROBÉRT L. BLAKE

9.26.05

DATE

DATE

2 of 2 pages

Page: 10 Of 10 09/27/2005

BK- 0905 PG- 10488