

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS
COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 22 Fee: 103.00
BK-0306 PG- 2614 RPTT: 0.00



APN 1320-08-001-019

Recording Requested By:

Stewart Title of Douglas County

1663 US Highway 395 N., Ste. 101

Minden, NV 89423

040803343A

**SUPPLEMENTAL DEED OF TRUST
FINANCING STATEMENT AND ASSIGNMENT OF
RENTALS AND REVENUES**

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.

08863

This instrument is a supplement and amendment to that certain Deed of Trust dated as of December 15, 2004, by and between The Herring National Bank, Amarillo, Texas, now known as Herring Bank, (hereinafter "Beneficiary"), and Grace Community Church, Gardnerville, a Nevada non-profit corporation (hereinafter referred to as the "Grantor"), recorded and filed of record in the offices of the County Clerk in and for Douglas County, in Book 0205 page 4202.

THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

THE NAMES OF THE DEBTOR AND THE SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED, THE MAILING ADDRESS OF THE DEBTOR AND A STATEMENT INDICATING THE TYPES OR DESCRIBING THE ITEMS, OF COLLATERAL, ARE AS DESCRIBED IN SECTION 1.02 HEREOF, IN COMPLIANCE WITH THE REQUIREMENTS OF THE OFFICIAL CODE OF NEVADA ANNOTATED.

THIS INSTRUMENT ALSO CONVEYS A SECURITY INTEREST IN GOODS WHICH ARE OR ARE TO BECOME FIXTURES.

STATE OF NEVADA SS
 SS KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF DOUGLAS SS

GRACE COMMUNITY CHURCH, GARDNERVILLE
 SUPPLEMENTAL DEED OF TRUST,
FINANCING STATEMENT AND ASSIGNMENT OF RENTALS AND REVENUES

WITNESSETH:

WHEREAS, Grace Community Church, Gardnerville, a Nevada non-profit corporation, 2320 Heybourne Road, Minden, Nevada 89423 (hereinafter referred to as the "Grantor"), issued and sold its First Mortgage Bonds-Series 2004 in the aggregate principal amount of \$1,615,000 dated December 15, 2004 (the "Series 2004 Bonds") which bonds are secured by that certain Deed of Trust, Financing Statement and Assignment of Rentals and Revenues dated effective December 15, 2004, filed of record in the offices of the County Clerk in and for Douglas County, Nevada, in Book 0205, Page 4202 (the "Original Deed of Trust"), pursuant to which Grantor GRANTED, SOLD AND CONVEYED unto The Herring National Bank, Amarillo, Texas, now known as Herring Bank, ("Beneficiary"), a Texas Bank and Trust Company, Trustee, whose address is 1001 South Harrison Street, Amarillo, Texas 79101 (the "Grantee"), its substitutes, assigns or successors, to have and to hold such interests for the direct benefit of the holders of the Series 2004 Bonds which were issued under and governed by that certain Trust Indenture dated as of December 15, 2004 attached to the Original Deed of Trust as Exhibit B thereto, all of the Grantor's estate and interest in the real property, together with existing or future improvements thereon, situated at 2320 Heybourne Road, Minden, Nevada, Douglas County, as described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property"); and

WHEREAS, Article V of the Original Indenture provides for the authentication, issuance and delivery by the Corporation of additional bonds, and Article XIII of the Original Indenture provides that the Original Indenture may be supplemented from time to time to create such additional series of bonds to be secured by the Original Indenture, with such additional series having equal priority with the Series 2004 Bonds, and any bonds issued by supplementing the Original Indenture; and

WHEREAS, as of the date hereof, the Grantor has authorized the issuance and sale of an additional series of first mortgage bonds in the principal amount of up to \$250,000, to be known as "First Mortgage Bonds--Series 2006" (the "Series 2006 Bonds"), to be equally secured and to have parity standing and priority with the Series 2004 Bonds; and



WHEREAS, the Grantor, by this instrument, does hereby supplement, amend and modify the Original Deed of Trust, for the purpose of increasing (by virtue of the issuance of the Series 2006 Bonds) the monetary amount of bonds secured thereby from \$1,615,000 to \$1,865,000 and evidencing the first mortgage security interest of the holders of the Series 2006 Bonds (on a parity/equal basis with the holders of the Series 2004 Bonds) in the Real Property and a security interest in the improvements and personalty described in the Original Deed of Trust.

NOW, THEREFORE, WITNESSETH:

1.01. That for the purpose of securing the Indebtedness hereinbelow described, and in consideration of the sum of Ten and no/100 Dollars (\$10.00) to the Grantor in hand paid by the Trustee hereinafter named (the receipt of which is hereby acknowledged), and for the further consideration of the uses, purposes and trusts hereinafter set forth, Grantor does hereby grant, bargain, sell, convey, assign, transfer and set over unto Grantee, its successors and assigns, as trustee for the holders of the Series 2006 Bonds issued or to be issued pursuant to that Supplemental First Mortgage Trust Indenture dated as of February 15, 2004 attached hereto as Exhibit "B" and incorporated by reference herein together with exhibits thereto, all of the Grantor's estate and interest in the Real Property, together with existing or future improvements thereon, situated at 2320 Heybourne Road, Minden, Nevada, Douglas County, as described in Exhibit A attached hereto and incorporated herein by reference (the "Real Property"); and

1.02 a) The Series 2006 Bonds to be further secured by any and all improvements, fixtures, equipment, property and proceeds from the use or sale of the same upon the Real Property hereafter placed thereon, including, but not limited to, all fixtures, materials, equipment, apparatus, furniture, furnishings and other property, real and personal, now or hereafter installed or used on the improvements thereon, including, but not limited to, all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water heating, cooling and air conditioning equipment for fixtures and appurtenances, all engines and machinery, elevators, pumps, motors, window screens, window shades, venetian blinds, awnings, floor coverings and shrubbery and other chattels and personal property used or furnished in connection with the operation, use and enjoyment of such Real Property and the improvements thereon, and all renewals, replacements and substitutions therefore and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the Real Property (the "Improvements" and hereinafter the Real Property and the Improvements are sometimes collectively referred to as the "Premises"); and

b) All the rents, revenues, proceeds from the sale, lease or use of the same, profits and income from the Real Property, the Improvements or from any other property (real or personal) hereinabove described; and

c) Each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Premises (the expression "Grantor's successor" as used herein shall mean each and all of the Grantor's successors and assigns); and Grantor hereby binds Grantor's successors and assigns to warrant and forever defend, all and singular, the above-described Premises in this Deed, and to his and their assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof; and

d) All proceeds of insurance, condemnation payments, tenant security deposits whether held by Grantor or in a trust account, and escrow funds.

AND TOGETHER WITH all and singular the rights, tenements hereditaments, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises herein above mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Grantor, including but not limited to all rents, profits, issues and revenues of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to the Grantor to collect the same for its own account so long as the Grantor is not in default hereunder.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Grantee, its successors and assigns, IN FEE SIMPLE forever; and Grantor covenants that Grantor

is lawfully seized and possessed of the Premises and has good right to convey the same, that the same are unencumbered except for those matters (hereinafter referred to as the "Permitted Encumbrances") if any, expressly set forth in Exhibit "C" (if any such exhibit is attached hereto) and by this reference made a part hereof, and that Grantor does warrant and will forever defend the title thereto against the claims of all personas whomsoever, except as to the Permitted Encumbrances.\

This Deed is an amendment and supplement to that certain Original Deed of Trust and the Indebtedness secured hereby shall be on an equal/parity basis with the Indebtedness (the Series 2004 Bonds) secured by the Original Deed of Trust, and this Deed is further intended to operate and is to be construed as a deed passing the title to the Premises to Grantee and is made under those provisions of the existing laws of the State of Nevada relating to deeds to secure debt, and not as a mortgage, and is given to secure the payment of the following described indebtedness (hereinafter referred to collectively as the "Indebtedness"):

(a) The debt evidenced by the Series 2004 Bonds issued by the Grantor under that certain Trust Indenture dated as of December 15, 2004, by and between Grantor and The Herring National Bank, now known as Herring Bank (hereinafter referred to as the "Indenture"), such Series 2004 Bonds being known as Grantor's "First Mortgage Bonds--Series 2004" in the original principal amount of \$1,615,000, having various and serial maturities (hereinafter referred to as the "Indebtedness") together with any and all renewals, modifications, consolidations and extensions of the Indebtedness evidenced by the Series 2006 Bonds and the Supplemental Trust Indenture, with interest on the outstanding principal at the rate(s) provided for thereon, the further terms of which are governed by the Supplemental Trust Indenture, which Supplemental Trust Indenture is incorporated herein by reference as Exhibit "B" hereto as if fully set forth within the body of this instrument; and

(b) Any and all additional advances made by Grantee to protect or preserve the Premises or the security interest created hereby in the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Grantor's obligations hereunder or under the terms of the Indenture which is attached hereto as Exhibit "B", or under or for any other purpose provided herein (whether or not the original Grantor remains the owner of the Premises at the time of such advances); and

(c) Any and all other indebtedness, howsoever incurred, now or hereafter owing by Grantor to Grantee.

(d) The name and address of the Debtor/Grantor is:

Grace Community Church, Gardnerville
2320 Heybourne Road
Minden, Nevada 89423

The name and address of the Creditor/Grantee and Beneficiary is:

Herring Bank
1001 South Harrison Street
Amarillo, Texas 79101

Should the Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants herein contained and as contained in the Indenture in a timely manner, then this Deed shall be cancelled and surrendered.

Grantor hereby further covenants and agrees with Grantee as follows:

2.01. The balance of the agreements, terms and conditions of the Original Deed of Trust (specifically, Articles I through III, inclusive) is incorporated herein by reference as if fully set forth; provided, however, that for the purposes hereof:



(i) references to "Deed of Trust" shall mean the Original Deed of Trust and this Supplemental Deed of Trust;

(ii) references to the "Indenture" shall mean the Trust Indenture attached as Exhibit B to the Original Deed of Trust and the supplemental Trust Indenture attached hereto as Exhibit B to this supplemental Deed of Trust;

(iii) references to the "First Mortgage Bonds" shall include the Series 2004 Bonds (authorized in the amount of \$1,615,000) and the Series 2006 Bonds (authorized in the amount of \$250,000) and the total authorized amount shall be \$1,865,000 (the combined authorized principal amount of the Series 2004 and Series 2006 Bonds); and

(iv) References to "Secured Indebtedness" in the Original Deed of Trust shall include the debt of the Series 2004 Bonds, in addition to the debts, obligations and liabilities described or referred to in this Supplemental Deed of Trust; and

(v) Grantor must provide the certificate or opinion of the appraiser as to the fair value of the properties subject to the lien securing the Indebtedness at the inception of the Indenture attached hereto as Exhibit B.

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EXECUTED on behalf of the Grantor, by authorization of the Board of Directors of the Grantor and signed on its behalf by the below Officers and Directors of the Grantor, by order of its Board of Directors, this _____ day of _____, 2006.

GRANTOR

Grace Community Church, Gardnerville

By: [Signature]
Dr. Brian S. Borgman, President

and

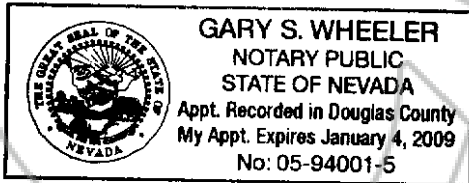
By: [Signature]
~~Andrew Winans~~, Corporate Secretary
Victor Rice

Address of Grantor: 2320 Heybourne Road
Minden, Nevada 89423

STATE OF NEVADA *
*
COUNTY OF DOUGLAS *

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Brian S. Borgman and Andrew Winans, President and Secretary, respectively, of Grace Community Church, Gardnerville, a Nevada non-profit corporation, known to me to be the persons and officials whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed in the respective capacities therein stated, and as the free act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21 day of February, 2006.



[Signature]
Notary Public in and for the
State of Nevada

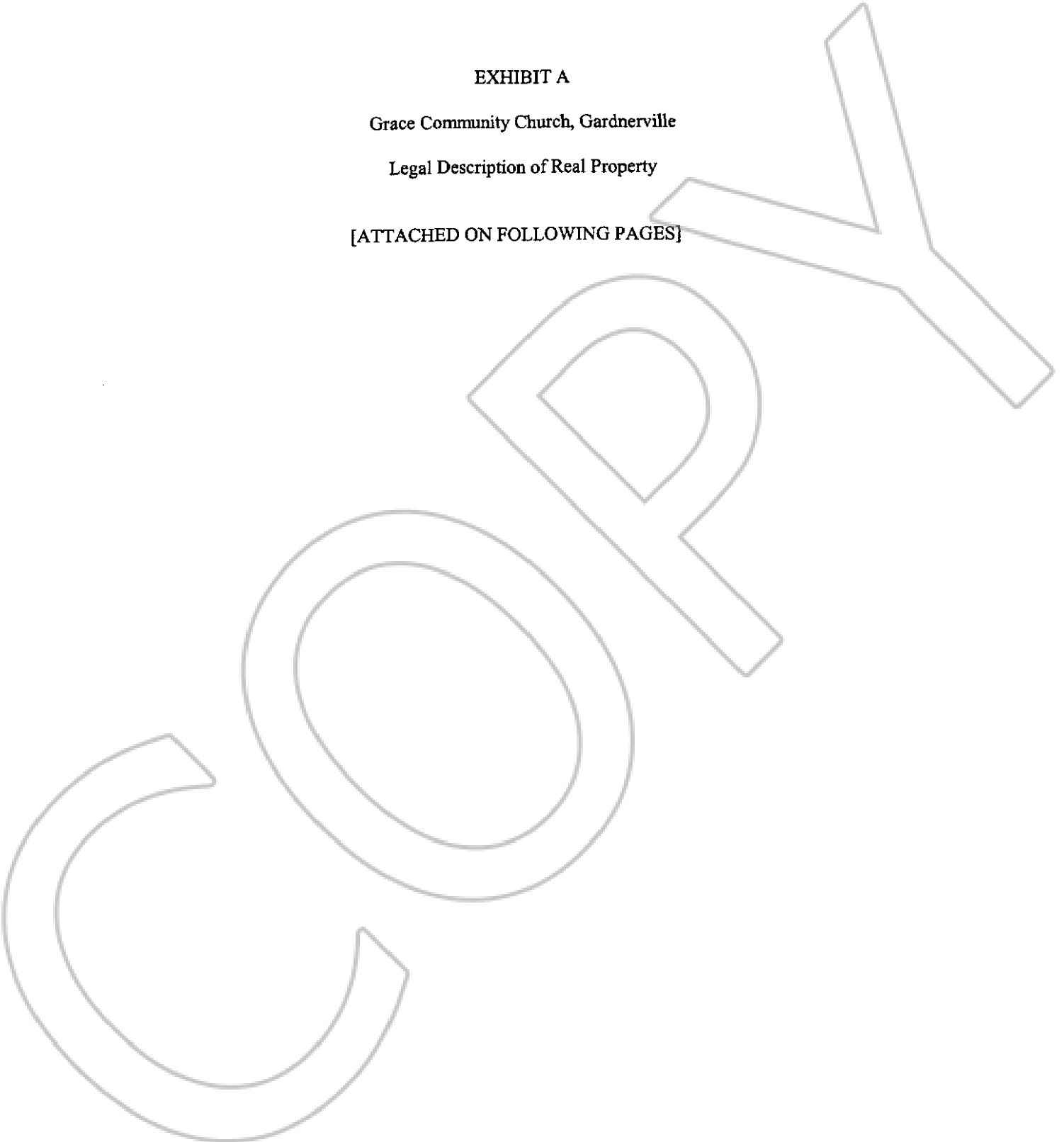
My Commission Expires: 1/4/2009
Gary S. Wheeler
Printed Name of Notary

EXHIBIT A

Grace Community Church, Gardnerville

Legal Description of Real Property

[ATTACHED ON FOLLOWING PAGES]



LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described as follows:

A parcel of land located within the Northwest one-quarter of Section 8, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

Parcel 3A-1 as set forth on Parcel Map LDA 03-042 for Grace Community Church of Gardnerville, Inc., filed in the Office of the County Recorder of Douglas County, State of Nevada on December 13, 2004, Book 1204, Page 5279, Document No. 631676.

APN 1320-08-001-019

EXHIBIT B

**Grace Community Church, Gardnerville
Supplemental Trust Indenture**

[ATTACHED ON FOLLOWING PAGES]



EXHIBIT "B" TO THAT CERTAIN
SUPPLEMENTAL DEED OF TRUST, SECURITY AGREEMENT, FINANCING
STATEMENT AND ASSIGNMENT OF RENTALS AND REVENUES

Grace Community Church, Gardnerville
Minden, Nevada
"Corporation"

TO

Herring Bank
Amarillo, Texas
"Trustee"

SUPPLEMENTAL TRUST INDENTURE
dated as of
February 15, 2006

First Mortgage Bonds
Series 2006



This Supplemental Trust Indenture, and the Supplemental Deed of Trust, Security Agreement, Financing Statement and Assignment of Rentals and Revenues (separately hereinafter referred to as the "Supplemental Deed of Trust") to which this Agreement is attached as Exhibit "B" and incorporated therein by reference, is made and entered into effective as of the fifteenth day of February 2006 by and between Grace Community Church, Gardnerville, a Nevada non-profit corporation (hereinafter "Corporation") and Herring Bank (hereinafter "Trust Company," "Paying Agent," "Trustee," or "Registrar").

WITNESSETH:

WHEREAS, the Corporation issued and sold its First Mortgage Bonds--Series 2004, dated December 15, 2004, in the aggregate principal amount of \$1,615,000 (the "Series 2004 Bonds") which Series 2004 Bonds are secured by and issued pursuant to that certain (i) Deed of Trust, Security Agreement, Financing Statement and Assignment of Rentals and Revenues dated December 15, 2004, effective December 15, 2004 and filed of record in the offices of the County Clerk of Douglas County, Book 0205 Page 4202, by and between the Corporation and the Trust Company (hereinafter *the "Original Deed of Trust"*), and (ii) the Trust Indenture attached as Exhibit "B" to the Original Deed of Trust and made a part thereof by reference therein (the "Original Indenture"); and

WHEREAS, Article V of the Original Indenture provides for the authentication, issuance and delivery by the Corporation of additional bonds, and Article XIII of the Original Indenture provides that the Indenture may be supplemented from time to time to create such additional series of bonds to be secured by the Original Indenture and the Original Deed of Trust, with such additional series having equal priority with the Series 2004 Bonds; and

WHEREAS, the Corporation has duly adopted a resolution authorizing the issuance of an additional series of bonds in the principal amount of up to \$250,000, to be known as "First Mortgage Bonds--Series 2006" (the "Series 2006 Bonds") to have equal standing and priority with the Series 2004 Bonds and the 202 Bonds; and

WHEREAS, the net proceeds from the sale of the Series 2006 Bonds will be used in continued furtherance of the purposes for which the Series 2004 Bonds were originally sold, specifically, to fund the remaining balance of the construction project initially funded from the net proceeds of the Series 2004 Bonds; and

WHEREAS, the parties desire to hereby further modify and further amend the Original Indenture by this instrument to secure the Series 2006 Bonds under the Original Indenture and to enter into further agreements with respect to the issuance, administration, and repayment of the Series 2006 Bonds and the Series 2004 Bonds.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Modification and Amendment. The Indenture is hereby modified and amended to the extent herein provided and specifically to secure, in addition to the original \$1,615,000 principal amount of Series 2004 Bonds, the Series 2006 Bonds hereby authorized in the amount of \$250,000, or an aggregate principal amount of all bonds in the amount of up to \$1,865,000.
2. Bondholder Approval. The Trustee has reviewed the Corporation's proposal for the issuance of the Series 2006 Bonds, the Original Indenture, such other documents as it has deemed relevant to the issuance of the Series 2006 Bonds, and this amendment and supplement to the Original Indenture, and has determined that the issuance of the Series 2006 Bonds does not require the approval of the holders of the Series 2004 Bonds, and Trustee does, therefore, consent and enter into the execution of this Agreement and modification of the Original Indenture.
3. Proceeds from Sale of Series 2006 Bonds. The net proceeds from the sale of the Series 2006 Bonds will be applied strictly in the following order: (i) first to pay the costs and expenses relating to the issuance thereof; and (ii) next to be disbursed to the Corporation and to others as set forth in the Proceeds Disbursement Agreement, dated as of February 15, 2006.



4. **Sinking Fund Payments.** The Corporation will continue to make weekly sinking fund payments with respect to the Series 2004 Bonds in the amounts required pursuant to Exhibit D attached to the Original Indenture and will begin to make payments with respect to the Series 2006 Bonds upon commencement of sales of the Series 2006 Bonds as set forth in Exhibit C to this Supplemental Indenture (unless otherwise permitted by the Trustee).

5. **Maturities--Series 2006 Bonds.** The Series 2006 Bonds secured by this supplement to the Original Indenture consist of the "First Mortgage Bonds--Series 2006" in the aggregate principal amount of up to \$250,000, which are to be issued in denominations of \$1,000 or any multiple thereof in accordance with the schedule of maturities, interest rates and sinking fund payments attached hereto as Exhibit A. The issue date of the Series 2006 Bonds is February 15, 2006 and interest is payable to holders quarterly on the first day of February, May, August, and November. The Series 2006 Bonds are fully registered bonds subject to redemption without premium or penalty by the Corporation on any quarterly interest payment date, upon not less than 30 days notice to the Trustee, subject to redemption requirements and procedures set forth in the Original Deed of Trust. The Series 2006 Bonds shall be considered "Outstanding" "First Mortgage Bonds" as defined in the Indenture and all provisions of the Indenture governing and benefitting the Series 2004 Bonds shall apply equally to and govern and benefit the Series 2006 Bonds, except to the extent the provisions of the original Indenture conflict with this Agreement in which case the provisions of this Agreement shall govern with respect to the Series 2006 Bonds. A specimen form of the certificates for the Series 2006 Bonds is attached hereto as Exhibit B.

6. **Not Assignable.** The proceeds from the sale of the Series 2006 Bonds shall not be assignable by the Corporation nor be subject to the process of any court upon legal action by or against the Corporation and are held in trust to be utilized only as provided herein.

7. **Payment of Principal and Interest.** The Corporation hereby covenants and agrees to pay the required sinking fund payments and the principal sum, interest, and all administrative fees (pursuant to Exhibit A attached hereto), and of all of the bonds secured hereby as the same severally mature and become due and payable at the offices of the Trustee in lawful money of the United States of America.

8. **Compensation of Trustee.** The Corporation agrees, from time to time, on demand to pay to the Trustee reasonable compensation for its services (which shall not be limited by any provision of law with regard to the compensation of the Trustee of an express trust) to reimburse the Trustee for all its expenditures, and to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder; and for such indemnification, reimbursement and expenses and compensation, a prior lien superior to the interests of the bondholders is hereby imposed by the Corporation in favor of the Trustee upon the trust estate, and the holders of each and every bond issue hereunder, by accepting such bond, thereby recognize and assent to such lien.

9. **Ratification.** Except as otherwise provided herein, said Original Indenture, is not otherwise modified or amended and remains in full force and effect, and all of its terms, except as modified by this Agreement, shall apply to the Series 2004 and the Series 2006 Bonds.

10. **Equal Standing and Priority.** The Corporation warrants that all conditions have been or shall be satisfied to insure that the Series 2006 Bonds will be of equal standing and priority with the Series 2004 Bonds.

A) All capitalized terms herein shall have the meanings attributed to them in the Original Indenture.

B) All other provisions of the Indenture shall remain of full force and effect, to the extent not inconsistent herewith, and all covenants, agreements, duties, rights and privileges of the parties pertaining to the Series 2004 Bonds under the Original Indenture shall apply equally to the Series 2006 Bonds (except as added to or changed hereby).

C) Section 10.01 The following shall be added after the last sentence: "F. The Trustee shall, within five (5) business days of receiving a written request from one or more Bondholders to send a communication to all Bondholders, mail requested information or correspondence on behalf of such Bondholders to all Bondholders. The



communication must be provided in a form that is accessible by all Bondholders and clearly legible in a typeface no smaller than 10 points. The Trustee may require reasonable reimbursement of actual costs to be incurred prior to sending the requested communication. The Trustee shall not be required to send information or correspondence on behalf of any Bondholders requesting such communication if the Trustee believes the information is untrue, misleading, or defamatory. The Trustee shall maintain, at least semi-annually, an updated list of current Bondholders.”

D) Section 10.09 The following shall be added at the end of the section: “I. In addition to the rights provided under 9.17(C), the Holders of a majority in aggregate principal amount of the Outstanding Bonds shall have the right to remove or terminate the Trustee in cases where the Trustee fails to cure a conflict of interest within ninety (90) days after: i) the Trustee becomes aware of such conflict of interest , or ii) the Bondholders direct the Trustee in writing to cure the conflict of interest.

E) This Agreement and the Original Indenture constitute the entire agreement between the parties and may not be amended or changed unless in writing signed by the parties.

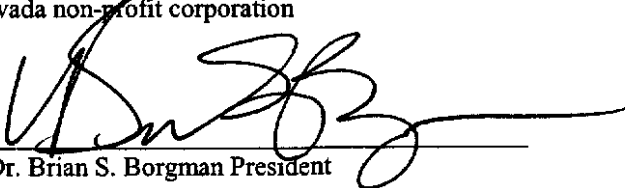
F) This Agreement shall be construed in accordance with the laws of the State of Texas.


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IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, and their respective corporate seals (if any) to be hereunto affixed and attested, as of the day and year first above written.

Grace Community Church, Gardnerville,
a Nevada non-profit corporation

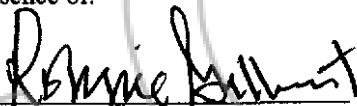
By: 
Dr. Brian S. Borgman President

By: 
~~Andrew Winans, Corporate Secretary~~
Victor Rice

Herring Bank
Amarillo, Texas

By: 
Catana Gray, Vice President

Signed, sealed and delivered
in Amarillo, Texas
in the presence of:

Attest: 
Title: VICE PRESIDENT



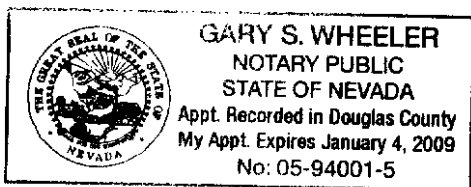
STATE OF NEVADA

SS:

COUNTY OF DOUGLAS

Before me, Gary S. Wheeler, a Notary Public of said State and County aforesaid, personally appeared Dr. Brian Borgman and ~~Andrew Winans~~ ^{Victor Rice}, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Secretary, respectively, of Grace Community Church, Gardnerville, a Nevada non-profit corporation, and that they as such officers, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary, respectively of said Corporation.

Witness my hand and seal, at office in Minden, Nevada, this the 21 day of February, 2006



Gary S. Wheeler
Notary Public

Gary S. Wheeler
Printed Name of Notary

My Commission Expires: 1/4/2009

STATE OF TEXAS

SS.

COUNTY OF POTTER

On this 27th day of February, 2006, before me a Notary Public in and for said county, appeared Catana Gray, to me personally known, who being by me duly sworn, did say that she is Vice President of Herring Bank, Amarillo, Texas, and that the seal (if any) affixed to said instrument is the corporate seal of the said corporation and that the said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and the said officer acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal, at office in Amarillo, Texas, this the 27th day of February, 2006.

Brittany Franco
Notary Public

Brittany Franco
Printed Name of Notary

My Commission Expires: 08-09-2008



RETURN TO:
Mary Glotzbach
American Investors Group, Inc.
Underwriting Department
10237 Yellow Circle Drive
Minnetonka, Minnesota 55343
(612) 542-1770

EXHIBIT A

**Schedule of Payments and Maturities
(including trustee charges)
Grace Community Church, Gardnerville**

First Mortgage Bonds--Series 2006 and Series 2004

[ATTACHED ON FOLLOWING PAGES]



EXHIBIT A

Grace Community Church, Gardnerville - First Mortgage Bonds Series 2006

per	maturity	rate	simple	princ bal	s wkly	A	T	annual	avg wkly
0.5	08/15/06			250,000	384.62	14	8		
1.0	02/15/07			250,000	384.62	14	8	21,144	407
1.5	08/15/07			250,000	384.62	14	8		
2.0	02/15/08			250,000	384.62	14	8	21,144	407
2.5	08/15/08			250,000	384.62	14	8		
3.0	02/15/09			250,000	384.62	14	8	21,144	407
3.5	08/15/09			250,000	384.62	14	8		
4.0	02/15/10			250,000	384.62	14	8	21,144	407
4.5	08/15/10			250,000	384.62	14	8		
5.0	02/15/11			250,000	384.62	14	8	21,144	407
5.5	08/15/11			250,000	384.62	14	8		
6.0	02/15/12			250,000	384.62	14	8	21,144	407
6.5	08/15/12			250,000	384.62	14	8		
7.0	02/15/13			250,000	384.62	14	8	21,144	407
7.5	08/15/13			250,000	384.62	14	8		
8.0	02/15/14			250,000	384.62	14	8	21,144	407
8.5	08/15/14			250,000	384.62	14	8		
9.0	02/15/15			250,000	384.62	14	8	21,144	407
9.5	08/15/15			250,000	384.62	14	8		
10.0	02/15/16			250,000	384.62	14	8	21,144	407
10.5	08/15/16			250,000	384.62	14	8		
11.0	02/15/17			250,000	384.62	14	8	21,144	407
11.5	08/15/17			250,000	384.62	14	8		
12.0	02/15/18			250,000	384.62	14	8	21,144	407
12.5	08/15/18			250,000	384.62	14	8		
13.0	02/15/19			250,000	384.62	14	8	21,144	407
13.5	08/15/19			250,000	384.62	14	8		
14.0	02/15/20			250,000	384.62	14	8	21,144	407
14.5	08/15/20			250,000	384.62	14	8		
15.0	02/15/21			250,000	384.62	14	8	21,144	407
15.5	08/15/21			250,000	384.62	14	8		
16.0	02/15/22			250,000	384.62	14	8	21,144	407
16.5	08/15/22			250,000	384.62	14	8		
17.0	02/15/23			250,000	384.62	14	8	21,144	407
17.5	08/15/23			250,000	384.62	14	8		
18.0	02/15/24			250,000	384.62	14	8	21,144	407
18.5	08/15/24			250,000	384.62	14	8		
19.0	02/15/25			250,000	384.62	14	8	21,144	407
19.5	08/15/25			250,000	384.62	14	8		
20.0	02/15/26			250,000	384.62	14	8	21,144	407
20.5	08/15/26			250,000	384.62	14	8		
21.0	02/15/27			250,000	384.62	14	8	21,144	407
21.5	08/15/27			250,000	384.62	14	8		
22.0	02/15/28			250,000	384.62	14	8	21,144	407
22.5	08/15/28			250,000	384.62	14	8		
23.0	02/15/29			250,000	384.62	14	8	21,144	407
23.5	08/15/29			250,000	384.62	14	8		
24.0	02/15/30			250,000	384.62	14	8	21,144	407
24.5	08/15/30	8.00%	50,000	250,000	2,307.69	14	8		
25.0	02/15/31	8.00%	50,000	200,000	2,230.77	14	8	119,144	2,291
25.5	08/15/31	8.00%	50,000	150,000	2,153.85	14	8		
26.0	02/15/32	8.00%	50,000	100,000	2,076.92	14	8	111,144	2,137
26.5	08/15/32	8.00%	50,000	50,000	2,000.00	14	8	52,572	2,022
			250,000					790,316	



EXHIBIT A

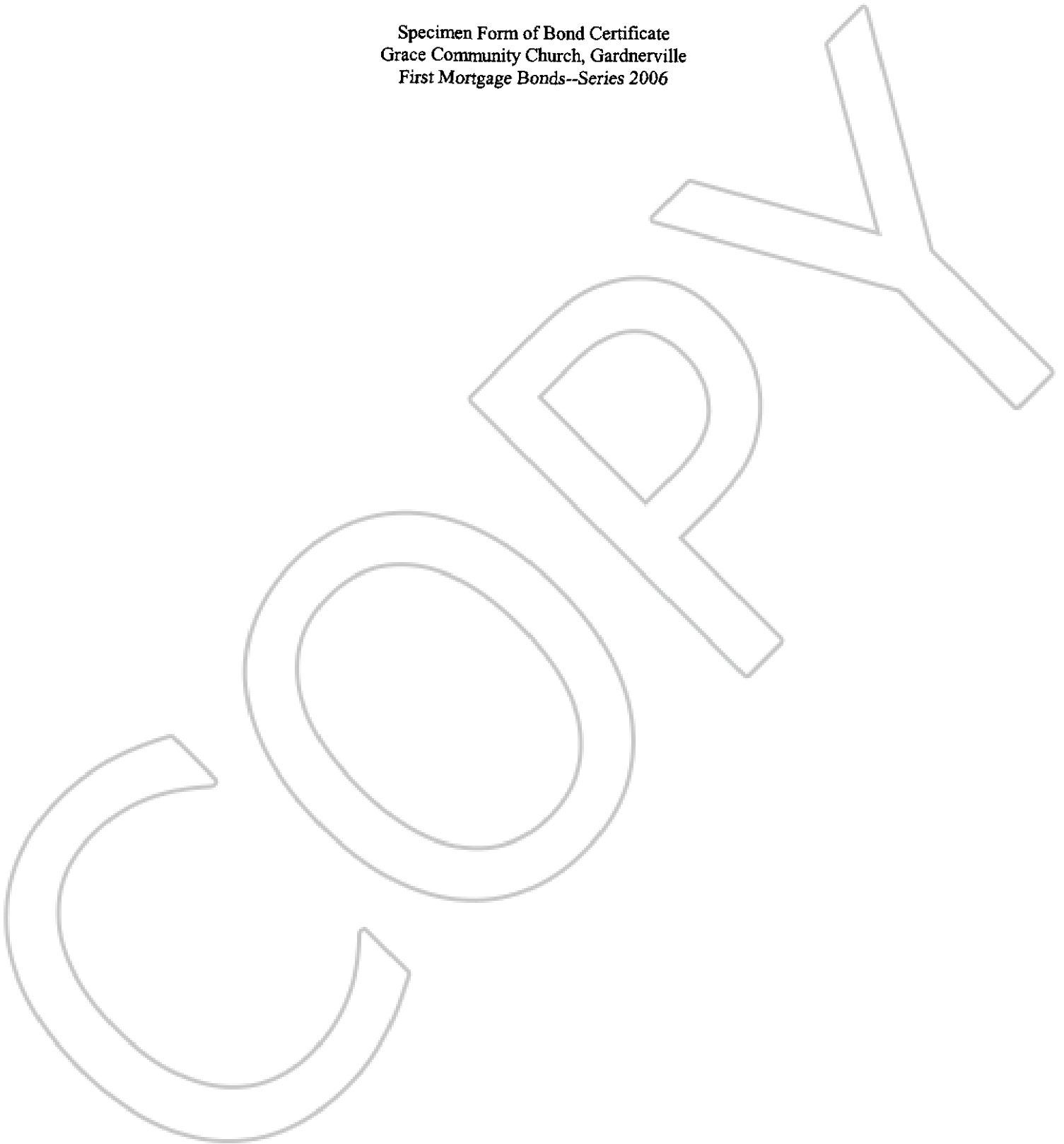
Grace Community Church, Gardnerville - First Mortgage Bonds Series 2004

per	maturity	rate	simples	A	T	wkly total	annual	avg wkly
0.5	06/15/05	3.00%		90	49	2,297.22		
1.0	12/15/05	3.25%		90	49	2,297.22	119,456	2,297
1.5	06/15/06	3.50%	5,000	90	49	2,489.53		
2.0	12/15/06	3.75%	6,000	90	49	2,524.63	130,368	2,507
2.5	06/15/07	4.00%	11,000	90	49	2,712.61		
3.0	12/15/07	4.25%	11,000	90	49	2,704.14	140,836	2,708
3.5	06/15/08	4.50%	17,000	90	49	2,925.92		
4.0	12/15/08	4.75%	18,000	90	49	2,949.67	152,766	2,938
4.5	06/15/09	5.00%	18,000	90	49	2,933.23		
5.0	12/15/09	5.25%	19,000	90	49	2,954.38	153,078	2,944
5.5	06/15/10	5.25%	19,000	90	49	2,935.20		
6.0	12/15/10	5.50%	19,000	90	49	2,916.02	152,132	2,926
6.5	06/15/11	5.50%	20,000	90	49	2,934.38		
7.0	12/15/11	5.75%	20,000	90	49	2,913.23	152,038	2,924
7.5	06/15/12	5.75%	21,000	90	49	2,929.58		
8.0	12/15/12	6.00%	22,000	90	49	2,944.82	152,734	2,937
8.5	06/15/13	6.00%	23,000	90	49	2,957.89		
9.0	12/15/13	6.00%	23,000	90	49	2,931.36	153,121	2,945
9.5	06/15/14	6.25%	24,000	90	49	2,943.28		
10.0	12/15/14	6.25%	24,000	90	49	2,914.43	152,301	2,929
10.5	06/15/15	6.25%	25,000	90	49	2,924.05		
11.0	12/15/15	6.50%	26,000	90	49	2,932.46	152,269	2,928
11.5	06/15/16	6.50%	27,000	90	49	2,938.42		
12.0	12/15/16	6.50%	28,000	90	49	2,943.13	152,921	2,941
12.5	06/15/17	6.50%	29,000	90	49	2,946.60		
13.0	12/15/17	6.75%	29,000	90	49	2,910.35	152,281	2,928
13.5	06/15/18	6.75%	31,000	90	49	2,949.63		
14.0	12/15/18	6.75%	31,000	90	49	2,909.38	152,334	2,930
14.5	06/15/19	7.00%	33,000	90	49	2,946.07		
15.0	12/15/19	7.00%	33,000	90	49	2,901.64	152,041	2,924
15.5	06/15/20	7.00%	35,000	90	49	2,934.14		
16.0	12/15/20	7.00%	36,000	90	49	2,925.49	152,351	2,930
16.5	06/15/21	7.25%	38,000	90	49	2,953.95		
17.0	12/15/21	7.25%	38,000	90	49	2,900.97	152,228	2,927
17.5	06/15/22	7.25%	41,000	90	49	2,963.38		
18.0	12/15/22	7.25%	41,000	90	49	2,906.21	152,609	2,935
18.5	06/15/23	7.25%	44,000	90	49	2,964.43		
19.0	12/15/23	7.25%	44,000	90	49	2,903.09	152,556	2,934
19.5	06/15/24	7.50%	47,000	90	49	2,957.13		
20.0	12/15/24	7.50%	47,000	90	49	2,889.34	152,008	2,923
20.5	06/15/25	7.50%	50,000	90	49	2,936.93		
21.0	12/15/25	7.50%	51,000	90	49	2,903.28	151,846	2,920
21.5	06/15/26	7.50%	54,000	90	49	2,945.11		
22.0	12/15/26	7.75%	55,000	90	49	2,905.68	152,121	2,925
22.5	06/15/27	7.75%	59,000	90	49	2,977.56		
23.0	12/15/27	7.75%	59,000	90	49	2,889.63	152,547	2,934
23.5	06/15/28	7.75%	63,000	90	49	2,955.54		
24.0	12/15/28	7.75%	64,000	90	49	2,900.11	152,247	2,928
24.5	06/15/29	7.75%	68,000	90	49	2,958.57		
25.0	12/15/29	7.75%	69,000	90	49	2,895.68	152,211	2,927
			1,615,000			143,976.68	3,743,394	



EXHIBIT B

**Specimen Form of Bond Certificate
Grace Community Church, Gardnerville
First Mortgage Bonds--Series 2006**

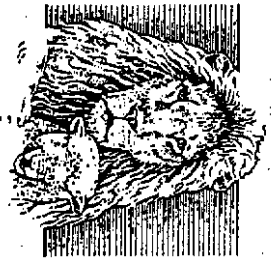


02-27-06A09:12 RCVD

9002/80/€0 22 JO 12 :gpd
4322 -Gd
9050 -XB
€376990

ACCOUNT NO.

[Empty box for Account No.]



PRINCIPAL AMOUNT

[Empty box for Principal Amount]

ISSUE DATE

STATED MATURITY

INTEREST RATE

INTEREST PAYABLE

TRUST NO.

BOND NO.

ISSUED TO:

CONTROL NO. 1002

FOR VALUE RECEIVED, the above named issuer promises to pay in lawful money of the United States to the registered holder hereof upon the surrender of this bond on the maturity date entered above (hereinafter called "Maturity") the principal sum entered above, together with interest thereon at the annual rate entered above from the date of the settlement of purchase hereof until Maturity. With respect to simple interest bonds, accrued interest shall be paid periodically as entered above and principal shall be paid at Maturity (as specified); with respect to compound interest bonds, accrued interest and principal shall be paid only at Maturity (as specified). This bond shall cease to bear interest from and after Maturity. All periodic payments of interest and payments of interest and principal at Maturity shall be made at the office of the Paying Agent or such other place as may be designated, or by mailing a check therefor to the registered address of the holder hereof.

Unless this bond has been executed by the Registrar this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

ISSUED SUBJECT TO THE TERMS AND CONDITIONS LISTED ON REVERSE SIDE.

TRUSTEE'S CERTIFICATE

This is one of the Bonds described in the within mentioned Indenture.

THE HERRING NATIONAL BANK
Trustee, Registrar, and Paying Agent
P.O. Box 30488
Amarillo, Texas 79159

By:



CHURCH BOND
MAY 1905

TERMS AND CONDITIONS

This bond is one of a series of serially numbered bonds of even date in the aggregate principal amount shown on the reverse side of this bond. These bonds are issued only as registered bonds, without coupons, and are issued subject to a Trust Indenture between Issuer and The Herring National Bank. The Trust Indenture describes fully the rights of the bondholders and terms of the bonds. The terms and conditions set forth herein are summarized and incomplete and in the event of discrepancy between the terms as described herein and in the Trust Indenture, the terms in the Trust Indenture shall govern and prevail. The holder hereof should refer to the Trust Indenture on file with the Issuer, the Trustee, and where applicable, in the public records where the Issuer is located, for the respective rights of the holders, the Trustee, and the Issuer.

The Issuer has appointed The Herring National Bank as Registrar and as Paying Agent of this bond issue. The Issuer has obligated itself to establish and maintain with the Paying Agent a sinking fund for the payment and retirement of this bond and all other bonds secured by said Trust Indenture, together with interest thereon. To the extent of funds deposited in the sinking fund, the Paying Agent will mail to the registered holders of compound bonds at the address shown on its records principal plus interest accrued thereon up to the date of maturity as of the maturity date; and, with respect to holders of simple interest bonds, the Paying Agent will mail to the registered holder of simple interest bonds at the address shown on its records, payments of interest as required. At maturity of a bond, the registered bondholder must mail, present or cause the bond to be presented to the Paying Agent for payment. This bond shall cease to bear interest from and after the maturity thereof. Any funds remaining in the sinking fund (and bond redemption) after the maturity of the last maturing bond shall be subject to the terms of said Trust Indenture.

This bond shall be registered in the holder's name on the bond register of the Issuer prepared and maintained by the Registrar, who shall note the initial registration hereon, after which no transfer hereof shall be valid unless duly signed below by the registered holder hereof or by his attorney duly authorized in writing. For such transfer to be effective, this bond must be presented to the Registrar and the Registrar must note the required change in ownership hereon and in the bond register, for which the Registrar will make a nominal charge. For the purpose of receiving payment on account hereof and for all other purposes, the Issuer and the Registrar and Paying Agent may deem and treat the registered holder hereof as the absolute owner of this bond (whether or not it shall be overdue, and notwithstanding any notation of ownership or writing hereon which may have been made by anyone other than the Registrar), and the Issuer, the Registrar, and Paying Agent and the Trustee shall not be affected by any notice to the contrary.

If an event of default as defined in said Trust Indenture shall have occurred and be continuing, the principal hereof may be declared due and payable and with the effect provided in said Trust Indenture.

The Issuer reserves the right to select this bond for redemption in accordance with the terms of said Trust Indenture. Written notice of redemption shall be given as required to the registered holder of each bond selected for redemption at his address as shown on the bond register maintained by the Registrar. If this bond is selected for redemption, it shall become due and payable on its redemption date and it shall cease to bear interest from and after such redemption date. Thereafter this bond shall be excluded from participation in the security afforded by said Trust Indenture.

The Herring National Bank as Registrar and as Paying Agent does not in any way guarantee or act as surety for the payment of this bond and may not be held liable therefore under any conditions (unless due to its own misconduct or gross negligence), and its only responsibility with respect to funds is to disburse from the sinking fund to be maintained by the Issuer all payments of principal and interest due on this series of bonds, but only as and to the extent funds are deposited by the Issuer in said sinking fund. Moreover, if at any time the amount in said sinking fund is insufficient to pay in full all charges, principal and interest then due, the Paying Agent will not make any payments whatever, even in part, unless the Issuer deposits additional funds sufficient to cover such payments in full. If funds are not deposited by the Issuer in a sufficient amount for this purpose, the holder of this bond may not look to The Herring National Bank as Registrar and as Paying Agent to make up any deficiency.

The following abbreviations, which used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common
TEN ENT — as tenants by entireties
JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — _____ Custodian
for _____ Minor
under Uniform Gifts to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.
**AT MATURITY PRESENT THIS BOND TO THE TRUSTEE'S AGENT FOR PAYMENT
ASSIGNMENT: FOR VALUE RECEIVED (I or We) hereby sell, assign, and transfer unto**

(NAME AND ADDRESS OF TRANSFEREE MUST BE PRINTED OR TYPEWRITTEN)

CITY STATE ZIP SOCIAL SECURITY NUMBER

this bond with accrued interest thereon, and all right, title and interest thereto, and do hereby irrevocably constitute and appoint the Registrar to transfer the said bond on the books of the within named Issuer, with full power of substitution in the premises. Social Security Number of Transferee (New Owner), their name and mailing address where they wish to receive interest checks or notices MUST be provided before TRANSFER can be completed.

Under penalties of perjury, I certify (1) that the number shown on this form is my correct taxpayer identification number and (2) that I am not subject to backup withholding because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Date _____, 19____
IN THE PRESENCE OF _____ SIGNED _____

SIGNED _____
(Signature must be Medallion guaranteed — include Officer's Title. Entities must use its "Medallion" stamp.)

INSTRUCTIONS

All interest will be paid when due and will be mailed to your registered address by The Herring National Bank of Amarillo, Texas, Trustee. Upon maturity, the bond must be surrendered to the Trustee for redemption. Upon redemption, a check in the principal amount of the Bond will be forwarded by the Trustee to you at your registered address.

Should your address change prior to the maturity of the Bond, a written statement of this fact and your new address should be forwarded to the Trustee as soon as possible in order that future payments of principal and interest upon the Bond may be properly paid to you. Should you sell or transfer the Bond to another party it will be necessary for you to complete the assignment appearing above, sign the assignment in the presence of an officer of a national bank and forward the Bond to the Trustee to be reissued in the name of the assignee.

These securities are issued pursuant to a claim of exemption from registration under Section 3(a)4 of the Federal Securities Act of 1933 and from registration under the laws of certain states. The registration or qualification of these securities in various other states shall not be regarded as a recommendation thereof by the State Authorities involved. Neither the Securities and Exchange Commission nor any State Agency has passed upon the merits or sale of these securities.

ADDRESS FOR PRESENTATION OF BOND
The Herring National Bank
Church Bond Trust Department
P.O. Box 50488
Amarillo, TX 79159



BK- 0306
PG- 2635