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<f82>, <f83>

COLLATERAL AGREEMENT

A collateral security for the payment of a Note dated <f29>, in the principal amount of \$ <f20>, executed by the undersigned ("Collateral Note") and interest as stated therein and expenses which may accrue thereon <f5> <f6> <f7> <f8> <f10> <f11> <f12> hereinafter referred to as Borrower, hereby grants a security interest in and has assigned to and deposit with ("Lender") the following described Trust Deed Note and Deed of Trust (sometimes collectively referred to as ("Collateral"), of which Borrower is owner: Borrower warrants and represents: (1) No default exists under the Trust Deed Note and Deed of Trust, and it is subject to no offset or liens; (2) The current balance of the Trust Deed Note is \$ <f21> with interest paid to <f46> (3) The Trust Deed Note and Deed of Trust have not been amended nor have they been transferred, assigned, encumbered or hypothecated; (4) Borrower has the full power and right to execute and perform this Agreement.

All sums received by Lender as payments under the Trust Deed Note, except such sums as are in Lender's discretion remitted to Borrower, shall be applied by Lender as payment on the Collateral Note. In the event of the non-payment of any indebtedness under the Collateral Note or this Agreement when due, Lender may elect to sell the Collateral in one or more sales after giving notice in writing by mail to Borrower of such sale at least five (5) days before the date fixed for sale. The proceeds of such sale shall be applied to reasonable expenses of the sale, attorney's fees, and expenses incurred by Lender, the indebtedness secured by the Collateral, and the surplus, if any, to the person or persons entitled thereto; if there be a deficiency, Borrower will promptly pay the same to Lender. Lender may buy at any public or private sale, and such sale may be conducted by any auctioneer, attorney, or agent of Lender.

Borrower's obligation to make payments under the Collateral Note shall continue in full force and effect whether or not payments are made under the Trust Deed Note.

In the event of any default under the Trust Deed Note or Deed of Trust, Lender may but need not exercise any and all rights of the beneficiary under the Deed of Trust and of the Holder of the Trust Deed Note. Borrower shall not, in any manner, obstruct or interfere with the exercise of any rights or remedies of Lender under the Collateral Note, Trust Deed Note or Deed of Trust.

In the event of any default under the Trust Deed Note or Deed of Trust, and should Lender make advances or incur charges, costs, and expenses, including reasonable attorney's fees in exercising any right, power, or remedy conferred by the Collateral or in the enforcement thereof, such advances, charges, costs, and expenses shall become a part of the indebtedness secured hereunder, shall be added to the principal of the Collateral Note, and shall be paid to Lender immediately by Borrower, without demand, with interest at the same rate as the Collateral Note. On payment and satisfaction of the Collateral Note according to its terms and all charges, the Collateral shall be re-assigned to Borrower.

Borrower's address for all purposes is <f18> <f19> Lender shall be under no duty to make or give any presentments, demands for performance, notices of non-performance, protests, notice of protests, or dishonor in connection with any evidence of indebtedness held by Lender as Collateral. Borrower waives the right to require Lender to proceed against any person, to proceed against or exhaust any collateral, or pursue any other remedy in Lender's power. The rights, powers, and remedies granted Lender herein are in addition to all rights, powers, and remedies given Lender by virtue of any statute or rule of law. Any forbearance or failure by Lender to exercise any right, power, or remedy available to Lender shall not be deemed a waiver thereof, nor toll or extend the period in which to cure default or right to proceed with a non-judicial foreclosure.

This Collateral Agreement is binding upon Borrower's heirs, representatives, and assigns.

<f5> <f6> <f7> - Borrower/Date

<f10> <f11> <f12> - Borrower/Date

<f38> - Lender(s)/Date

<f39> - Lender(s)/Date