

10



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
LAURA DEAN-LYTLÉ

WHEN RECORDED MAIL TO:  
JPMorgan Chase Bank, N.A.  
Retail Loan Servicing KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606

DATE/TIME: 10/23/06 1121  
FEE: \$19.00  
PAGES: 10  
FEE NUMBER: 2006-147026



4611908+1 00416010864542  
BABEU, RAYMOND  
DEED OF TRUST / MORTGAGE

FOR RECORDER'S USE ONLY

**DEED OF TRUST**

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$200,000.00.

**THIS DEED OF TRUST** is dated September 27, 2006, among RAYMOND F BABEU, whose address is 311 E MOUNTAIN VIEW RD, QUEEN CREEK, AZ 85243 and HELEN V BABEU, whose address is 311 E MOUNTAIN VIEW RD, QUEEN CREEK, AZ 85242; HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP ("Trustor"); JPMorgan Chase Bank, N.A., whose address is Home Equity and Consumer Lending Division, 1111 Polaris Parkway, Columbus, OH 43240 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JPMorgan Chase Bank, National Association, whose address is 1111 Polaris Parkway, Columbus, OH 43240 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights flowing through, belonging or in anyway appertaining to the Real Property, and all of Trustor's water rights that are personal property under Arizona law, including without limitation all type 2 nonirrigation grandfathered rights (if applicable), all irrigation rights, all ditch rights, rights to irrigation district stock, all contracts for effluent, all contracts for Central Arizona Project water, and all other contractual rights to water, and together with all rights (but none of the duties) of Trustor as declarant under any presently recorded declaration of covenants, conditions and restrictions affecting real property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in PINAL County, State of Arizona:

TAX ID: 210 65 224

LOT 224, JOHNSON RANCH UNIT 15, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET D, SLIDE 35. EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM, OR OTHER SUBSTANCES OF GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION, URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS WHETHER OR NOT OF COMMERCIAL VALUE AS SET FORTH IN ARIZONA REVISED STATUTES; SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA.

The Real Property or its address is commonly known as 311 E MOUNTAIN VIEW RD, QUEEN CREEK, AZ 85243. The Real Property tax identification number is 210 65 224.

**REVOLVING LINE OF CREDIT.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Trustor so long as Trustor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Trustor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as