

17. If not prohibited by law or regulation, this Deed of Trust and all sums hereby secured shall become due and payable at the option of Beneficiary and without notice to Trustor forthwith upon the conveyance of Trustor's title to all or any portion of said property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, Trustor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Beneficiary.

18. Unless prohibited by law or regulation, if the real estate described herein is encumbered by a prior mortgage or deed of trust which provides for and/or which secures an agreement which provides for, future or additional advances thereunder, then the Trustors herein agree that during the time the Agreement which this Deed of Trust secures is in force and effect, they will not apply for, accept, or receive any additional advances under said prior mortgage or deed of trust and shall be without capacity to do so. This clause shall constitute a covenant running with the real estate described herein and shall be binding on the Trustors, their heirs, personal representatives and assigns and all persons or parties hereafter having or claiming any right, title, claim or interest in and to said real estate.

19. **DECLARATION OF WAIVER OF HOMESTEAD.** Trustor hereby waives any and all homestead and any other exemption rights.

20. This Deed of Trust constitutes a financing statement filed as a fixture filing under section 47-9502(C) of the Arizona Uniform Commercial Code, as amended or recodified from time to time, covering any property which now is or later may become fixtures attached to the property. This Deed of Trust is also a "construction mortgage" as defined in Section 47-9334(H) of the Arizona Uniform Commercial Code, as amended or recodified from time to time, to the extent it secures an obligation incurred for the construction of an improvement on the land (including the acquisition cost of the land), or the refinancing of an obligation incurred for the construction of an improvement on the land (including the acquisition cost of the land).

IN WITNESS WHEREOF the said Trustor has to these presents set hand and seal this date Signed sealed and delivered in the presence of:

[Signature] (SEAL)
Trustor-Borrower: STEVE GRAF

[Signature] (SEAL)
Trustor-Borrower: TERESA GRAF

[Signature]
Witness:

[Signature]
Witness:



STATE OF ARIZONA
COUNTY OF Maricopa SS:

The foregoing instrument was acknowledged before me this 29th day of June, 2007,
by STEVE GRAF & TERESA GRAF, HUSBAND & WIFE, AS JOINT TENANTS WITH
RIGHTS OF SURVIVORSHIP

My Commission Expires 6 28 2011 [Signature]
(MONTH DAY, YEAR) Notary Public

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE: Dated _____
(MONTH DAY, YEAR)

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name.

Mail Reconveyance to:

By _____
By _____

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.