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**ADJUSTABLE RATE DEED OF TRUST
(HOME EQUITY CONVERSION)**

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FHA Case Number: 0232529123952 255
Loan Number: 4469461

State of Arizona

ADJUSTABLE RATE DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **September 28, 2007**. The trustor is **CONRAD RUSSELL AND ROBERTA RUSSELL, HUSBAND AND WIFE A/C/P/W/R/S** whose address is, **249 West Twin Peaks Parkway, Queen Creek, Arizona 85243** ("Borrower"). The trustee is **Northwest Trustee Services, Inc, 3535 Factoria Blvd SE #220, Bellevue WA 98009** ("Trustee"). The beneficiary is **Bank of America, N.A., a National Banking Association**, which is organized and existing under the laws of **THE UNITED STATES**, and whose address is **100 North Tryon Street, Charlotte, NC 28255** ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on **January 19, 2088**. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **PINAL** County, Arizona:

The real property located at the address **249 West Twin Peaks Parkway, Queen Creek, Arizona 85243**, in the county of **PINAL**, state of **Arizona**, described more fully on Exhibit A attached to this Mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: