

2004033386 00040

FORSYTH CO, NC FEE \$47.00

PRESENTED & RECORDED:

05-12-2004 10:02 AM

DICKIE C WOOD

REGISTER OF DEEDS

By: R MARSH DPTY

BK:RE 2469

PG:4367-4378

OPEN END DEED OF TRUST**(Securing Future Advances under a Home Equity
Line of Credit Subject to Article 9, Chapter 45 of the
North Carolina General Statutes)**

After Recording Return To:

E-LOAN, INC.

FINAL DOCS

6230 STONERIDGE MALL ROAD

PLEASANTON, CA 94588

First American Equity Loan Services, Inc.

5547717

RETURN TO:
FIRST AMERICAN ELS
6701 CAMEL ROAD
SUITE 302
CHARLOTTE, NC 28226

This instrument was prepared by: **ELAINE BROWN****E-LOAN, INC.****6230 STONERIDGE MALL ROAD****PLEASANTON, CA 94588**

Title Order No.: 13863640

Escrow No.: 5547717

LOAN #: E0267468

THIS DEED OF TRUST is made on **APRIL 23, 2004**.
Mischler, Jr., married. Ashley G. Mischler.

The grantor is Philip R.

The trustee is **FIRST AMERICAN TITLE INSURANCE CO**
629 Green Valley Rd. Suite 212
Greensboro, NC 27408

("Trustee"). The beneficiary is **E-LOAN, INC., A DELAWARE CORPORATION,**whose address is **6230 STONERIDGE MALL ROAD, PLEASANTON, CA 94588.**

In this Deed of Trust, the terms "you," "your" and "yours" refer to the grantor(s). The terms "we," "us" and "our" refer to the beneficiary.

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Deed of Trust ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of *******FORTY THOUSAND AND NO/100** Dollars (U.S. **\$40,000.00**).

All amounts due under the Agreement must be paid in full not later than **MAY 1, 2014**. You agree that this Deed of Trust shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there

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is any principal sum outstanding under the Agreement. The parties hereto intend that this Deed of Trust shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement.

This Deed of Trust secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under this Deed of Trust to protect the security of this Deed of Trust; and (c) the performance of your covenants and agreements under this Deed of Trust and the Agreement. For this purpose and in consideration of the debt, you irrevocably grant and convey to the Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in Forsyth County, North Carolina:

See legal description attached hereto and made a part hereof.

APN #: 5409H419

which has the address of 506 Bowen Lake Drive, Kernersville,

North Carolina 27284 ("Property Address");

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, 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 Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

YOU COVENANT that you are lawfully seised of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. Payment of Principal, Interest and Other Charges. You shall pay when due the principal and interest owing under the Agreement and all other charges due hereunder and due under the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.

3. Prior Deed of Trusts; Charges; Liens. You have disclosed to us and obtained our approval of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust or any advance under this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Deed of Trust or any advance under this Deed of Trust.

If applicable law authorizes us to do so, we specifically reserve to ourself and our successors and assigns the unilateral right, upon an event of default in payment of taxes, assessments or insurance on the Property, to require, upon notice, that you pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

4. Hazard Insurance. You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive

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insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days after we give notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

5. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Deed of Trust or our security interest. You shall also be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence. If this Deed of Trust is on a leasehold, you shall comply with the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

6. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Deed of Trust or over any advance under the Agreement or this Deed of Trust, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section; and amounts we pay under this Section shall become additional debts you owe us and shall be secured by this Deed of Trust. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the loan secured by this Deed of Trust, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

7. Inspection. We may enter and inspect the Property at any reasonable time and upon reasonable notice.

8. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

9. No Release Upon Extension or Modification. Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in this Deed of Trust shall not operate to release you from your obligations or liability under the Agreement or this Deed of Trust.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Deed of Trust shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Agreement without such person's consent.

11. Loan Charges. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Notices. Unless otherwise required by law, any notice to you provided for in this Deed of Trust shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, and any notice to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

13. Governing Law; Severability. The interpretation and enforcement of this Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any

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provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Agreement are declared to be severable.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Deed of Trust.

15. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

16. Hazardous Substances. You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Deed of Trust, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. You will be in default if (1) any payment required by the Agreement or this Deed of Trust is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform you of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we, at our option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may foreclose this Deed of Trust by judicial proceeding. We shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees as permitted by applicable law.

If we invoke the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to you and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on you, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. We or our designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be conclusive evidence of the truth of the statements made therein, unless otherwise provided by applicable law. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 4% of the gross sale price; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Agreement shall apply whether before or after any judgment on the indebtedness evidenced by the Agreement.

18. Discontinuance of Enforcement. Notwithstanding our acceleration of the sums secured by this Deed of Trust under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Deed of Trust.

19. Release. Upon payment of all sums secured by this Deed of Trust, we or the Trustee shall release this Deed of Trust. You shall pay any recordation or filing costs and any fees paid to a third party for services rendered in reconveying or releasing this Deed of Trust, to the extent allowed by law.

20. Substitute Trustee. We may, at our option, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Waiver. No waiver by us at any time of any term, provision or covenant contained in this Deed of Trust or in the Agreement secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision or covenant at any other time.

22. Additional Charges. You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations, provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Deed of Trust upon full repayment of all sums secured thereby.

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23. Riders to this Deed of Trust. If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust. [Check applicable box(es)]

☐ Condominium Rider ☒ 1-4 Family Rider ☒ Planned Unit Development Rider
☒ Other(s) [specify] **EQUITY LINE RIDER**

BY SIGNING BELOW, You accept and agree to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by you and recorded with it.

Philip R. Mischler Jr 04/26/04 (Seal)
 Philip R. Mischler Jr

Ashley G. Mischler 04/26/04 (Seal)
 Ashley G. Mischler

State of MASSACHUSETTS Middlesex County ss:

I, Joseph C. Steinkrauss a Notary Public of the County of, State of North Carolina, do hereby certify that Philip R. Mischler Jr AND Ashley G. Mischler, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26th day of April, 2004.

My commission expires: JOSEPH C. STEINKRAUSS
Notary Public
 My Commission Expires
 December 22, 2006

[Signature]
 Notary Public

STATE OF NC - FORSYTH CO The foregoing certificate(s) of:
Joseph C. Steinkrauss NP(s)
 is certified to be correct at the date of recordation shown on the first page thereof.
 Dickie C. Wood, Register of Deeds by: Ruane Deputy Asst.

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF FORSYTH, STATE OF NORTH CAROLINA, AND KNOWN AS:

BEING IN UNIT 124, SECTION 3E, PHASE 3, THE ARBORETUM, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN PLAT BOOK 43, PAGE 122 AND PLAT BOOK 46, PAGE 146 OF FORSYTH COUNTY RECORDS.

Permanent Parcel Number: 5409H419
PHILIP R. MISCHLER, JR.

506 BOWEN LAKE DRIVE, KERNERSVILLE NC 27284
Loan Reference Number : E0267468
First American Order No: 5547717
Identifier: ELS

Aug Adm

LOAN #: E0267468

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **23RD** day of **APRIL, 2004**, and is incorporated into and shall be deemed to amend and supplement the HELOC Mortgage, HELOC Deed of Trust, Open-End Mortgage, Open-End Deed of Trust, HELOC Security Deed, Deed of Trust, Home Equity Deed of Trust, Credit Line Mortgage, Line of Credit Trust Deed, HELOC Open-End Mortgage, Credit Line Deed of Trust, Multiple Indebtedness Mortgage, Mortgage-Short-Term Mortgage Redemption, Mortgage-One Hundred Eighty Day Redemption Mortgage-Collateral Real Estate Mortgage (the "Security Instrument") of the same date, given by the undersigned to secure the undersigned's Agreement referred to in the Security Instrument.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **CONVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration").

The Property is a part of a planned unit development known as **Arboretum**

(the "PUD"). The Property also includes your interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of your interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, you and we further covenant and agree as follows:

A. PUD Obligations. You shall perform all of your obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. You shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to us and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which we require insurance, then: (i) we waive the provision in Section 3 for the periodic payment to us of the yearly premium installments for hazard insurance on the Property; and (ii) your obligation under Section 4 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What we require as a condition of this waiver can change during the term of the loan.

You shall give us prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to you are hereby assigned and shall be paid to us. We shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to you.

C. Public Liability Insurance. You shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to us.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to you in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. Such proceeds shall be applied by us to the sums secured by the Security Instrument as provided in Section 8.

E. Our Prior Consent. You shall not, except after notice to us and with our prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of us; (iii) termination of professional management and

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assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to us.

F. Remedies. If you do not pay PUD dues and assessments when due, then we may pay them. Any amounts disbursed by us under this paragraph F shall become additional debt secured by the Security Instrument. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest specified in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

BY SIGNING BELOW, you accept and agree to the terms and provisions contained in this PUD Rider.

Op. to sign both signatures

Philip R. Mischler Jr 04/26/04 (Seal)
Philip R. Mischler Jr

Ashley G. Mischler 04/26/04 (Seal)
Ashley G. Mischler

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1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 23RD day of APRIL, 2004, and is incorporated into and shall be deemed to amend and supplement the HELOC Mortgage, HELOC Deed of Trust, Open-End Mortgage, Open-End Deed of Trust, HELOC Security Deed, Deed of Trust, Home Equity Deed of Trust, Credit Line Mortgage, Line of Credit Trust Deed, HELOC Open-End Mortgage, Credit Line Deed of Trust, Multiple Indebtedness Mortgage, Mortgage-Short-Term Mortgage Redemption, Mortgage-One Hundred Eighty Day Redemption Mortgage-Collateral Real Estate Mortgage (the "Security Instrument") of the same date given by the undersigned to secure the undersigned's Agreement referred to in the Security Instrument.

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, it is further agreed as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. You shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless we have agreed in writing to the change. You shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, you shall not allow any lien inferior to the Security Instrument to be perfected against the Property without our prior written permission.

D. RENT LOSS INSURANCE. You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 4.

E. YOUR RIGHT TO REINSTATE DELETED. Your right to reinstate pursuant to Section 17 is deleted.

F. YOUR OCCUPANCY. Unless we and you otherwise agree in writing, provisions in Section 5 concerning your occupancy of the Property are deleted.

G. ASSIGNMENT OF LEASES. Upon our request after default, you shall assign to us all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, we shall have the right to modify, extend or terminate the existing leases and to execute new leases, in our sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. You absolutely and unconditionally assign and transfer to us all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. You authorize us or our agents to collect the Rents, and agree that each tenant of the Property shall pay the Rents to us or our agents. However, we shall receive the Rents until (i) we have given you notice of default pursuant to Section 17 of the Security Instrument and (ii) we have given notice to the tenant(s) that the Rents are to be paid to us or our agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If we give notice of default to you: (i) all Rents received by you shall be held by you as trustee for the benefit of us only, to be applied to the sums secured by the Security Instrument; (ii) you shall be entitled to collect and receive all of the Rents of the Property; (iii) you agree that each tenant of the Property shall pay all Rents due and unpaid to us or our agents upon our written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by us or our agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) we, our agents or any

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judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) we shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

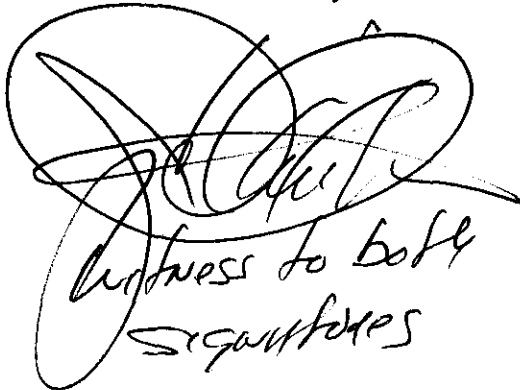
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by us for such purposes shall become indebtedness secured by the Security Instrument pursuant to Section 6.

You represent and warrant that you have not executed any prior assignment of the Rents and have not performed, and will not perform, any act that would prevent us from exercising our rights under this paragraph.

We, or our agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to you. However, we, or our agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of ours. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Your default or breach under any note or agreement in which we have an interest shall be a breach under the Security Instrument and we may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, the undersigned accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



Witness to both
signatures

Philip R. Mischler Jr 04/26/04 (Seal)
Philip R. Mischler Jr

Ashley G. Mischler 04/26/04 (Seal)
Ashley G. Mischler

LOAN #: E0267468

Equity Line Rider(Open end credit with ☐ fixed rate ☒ variable rate interest)

This Equity Line Rider is dated **APRIL 23, 2004** and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date and given by the undersigned, **Philip R. Mischler Jr AND Ashley G. Mischler**

("Borrower") to secure Borrower's Home Equity Line Agreement with **E-LOAN, INC., A DELAWARE CORPORATION**

("Lender") of the same day covering the property described in the Mortgage and located at: **506 Bowen Lake Drive, Kernersville, NC 27284.**

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the Home Equity Line of Credit Agreement.
2. The Note evidences an open end revolving line of credit agreement between Borrower and Lender under which future advances will be made. The amount stated in the Mortgage as the principal sum of the indebtedness is the current credit limit for the line of credit. All future advances from Lender to the Borrower under such evidence of debt, whether obligatory or discretionary shall be secured by the Mortgage. All obligatory future advances and advances to cure breaches of covenants contained in the Mortgage are secured as if made on the date of this Mortgage. Nothing in this Mortgage shall constitute a commitment to make additional or future loans or advances which exceed **\$40,000.00** (which replicates the current provision in the parties written agreement providing for obligatory future advances.) All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
3. The Note provides for:

A variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of **2.000%** plus the "Index Rate". The daily periodic rate may increase if the highest prime rate published in the Wall Street Journal "Money Rates" table (the "Index Rate") increases. The initial daily periodic rate is **0.0164%**. The annual percentage rate will never be more than **16.000%**. The daily periodic rate will be adjusted on the first business day of every month, using the index rate in effect that day. Any increase in the daily periodic rate may increase the monthly payment due.

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**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF
\$40,000.00 LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER
WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS
UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**

[Handwritten signature]
Witness to both
Signatures

Philip R. Mischler Jr 04/26/04 (Seal)
Philip R. Mischler Jr

Ashley G. Mischler 04/26/04 (Seal)
Ashley G. Mischler