

## PREPAYMENT ADDENDUM TO NOTE

Loan Number: 2234567890

Date: JUNE 2, 2007

Borrower(s): TIM I. DRAKE, TULIP I. O'HARE, JESSE I. CUSTER, FRANK O. CASTLE, ED RORSHACH, STEVE O. ROGERS, HEART I. EVANGELISTA

THIS PREPAYMENT ADDENDUM TO NOTE (the "Addendum") is made this 2nd day of JUNE, 2007, and is incorporated into and shall be deemed to amend and supplement that certain promissory note (the "Note") made by the undersigned ("Borrower") in favor of LENDER NAME INCORPORATED, A CALIFORNIA LIMITED PARTNERSHIP

("Lender") and dated the same date as this Addendum. Repayment of the Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") given by Borrower in favor of Lender and dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall supersede the inconsistent provisions of the Note.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

Section 4 of the Note is amended to read in its entirety as follows:

#### **4 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note contains provisions for a variable interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase. If this Note provides for a variable interest rate or finance charge, and the interest rate or finance charge at any time exceeds the legal limit under which a Prepayment penalty is allowed, then the Note Holder's right to assess a Prepayment penalty will be determined under applicable law.

If within THIRTY-SIX ( 36 ) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX ( 6 ) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan.

Note: Highlighted text may change to accommodate state-specific requirements. See Prepayment Matrix for details.

Notwithstanding the foregoing provisions, I may make a full Prepayment without paying a Prepayment charge in connection with a bona fide and arms-length sale of all or any part of, or any legal or beneficial interest in, the Property after the first 36 months of the term of the Note. The phrase "bona fide and arms-length sale" means a sale in which all of the parties involved in the transaction, including without limitation, the buyer, seller, lender, real estate agent or broker, are independent of one another and unrelated by familial or financial interests. I agree to provide the Note Holder with any and all evidence reasonably requested by the Note Holder to substantiate that the sale of the Property is bona fide and arms-length.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.

Borrower \_\_\_\_\_ Date \_\_\_\_\_  
TIM I. DRAKE BY  
HARVEY DENT, ATTORNEY-IN-FACT

Borrower \_\_\_\_\_ Date \_\_\_\_\_  
TULIP I. O'HARE BY  
VIRGINIA DARE,  
ATTORNEY-IN-FACT

Borrower \_\_\_\_\_ Date \_\_\_\_\_  
JESSE I. CUSTER

By: \_\_\_\_\_ Date \_\_\_\_\_  
Borrower FRANK O. CASTLE,  
CHIEF EXECUTIVE OFFICER

Borrower \_\_\_\_\_ Date \_\_\_\_\_  
ED RORSHACH

By: \_\_\_\_\_ Date \_\_\_\_\_  
Borrower STEVE O. ROGERS

\_\_\_\_\_  
HEART I. EVANGELISTA