



When recorded, please return to:

First Horizon Home Loan Corporation
2375 E. Camelback Road, Suite 660
Phoenix, Arizona 85016
Attention: Ted Gandert

DATE/TIME: 02/13/07 0836
FEE: \$14.00
PAGES: 5
FEE NUMBER: 2007-018601

1/2 26-15078

**AMENDMENT
TO DEED OF TRUST**
(Additional Note and Lots)

THIS AMENDMENT TO DEED OF TRUST (this "**Amendment**") dated the 7th day of February, 2007 is entered into by and among FIRST HORIZON HOME LOAN CORPORATION, a Kansas corporation ("**Beneficiary**"), and the following borrowers (collectively, "**Trustor**"): (i) ELITE HOMES, INC., an Arizona corporation ("**Elite Homes**"), (ii) ELITE HOMES STH PF, INC., an Arizona corporation ("**Elite PF**"), and (iii) ELITE TONTO, INC., an Arizona corporation ("**Elite Tonto**").

WHEREAS, Elite Homes and Elite PF have previously executed in favor of Beneficiary a certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated June 30, 2005 and recorded on July 22, 2005 as fee # 2005-090793 in the Official Records of the Recorder of Pinal County, Arizona, which was previously amended to, among other things, add Elite Tonto as an additional trustor thereunder (as amended from time to time, the "**Deed of Trust**").

WHEREAS, Trustor has now executed in favor of Beneficiary a certain Secured Promissory Note (Pre-Sold Home) dated on or about the date of this Amendment in the stated principal amount of \$405,644 (the "**Additional Note**") to finance the construction of homes on the lots identified therein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary hereby agree to amend the Deed of Trust as follows:

1. Lot Definitions and Legal Descriptions. The legal description for the additional lots (the "**Lots**") to be encumbered by the Deed of Trust is set forth below:

Lots 59, 62, 63 and 64, SAN TAN HEIGHTS PARCEL F, according to Cabinet D, Slide 180, records of Pinal County, Arizona.

EXCEPT all coal and other minerals as reserved in Patent from United States of America.

2. Granting Clause as to Lots. Without limiting or otherwise affecting the real property previously encumbered by the Deed of Trust prior to the execution of this Amendment, and notwithstanding that the Lots may already be encumbered by the Deed of Trust, Elite PF hereby irrevocably grants, bargains, sells, transfers, conveys and assigns unto Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession, all of Trustor's right, title and interest, both tangible and intangible, whether now owned or hereafter

acquired, in and to the Lots legally described in Section 1 above, and the buildings, structures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon, together with all other real and personal property rights related thereto as such property rights are further described in Subsections (b) through (j) of Section 1.1 of the Deed of Trust.

3. Amendment of Definitions. As a matter of clarification, the definitions in the Deed of Trust are broadened by this Amendment as follows:

(a) Notes. Without limiting or otherwise affecting the promissory notes previously secured by the Deed of Trust prior to the execution of this Amendment, the definition of "**Note**" in the Deed of Trust shall also include the Additional Note.

(b) Indebtedness. Without limiting or otherwise affecting the indebtedness previously secured by the Deed of Trust prior to the execution of this Amendment, the definition of "**Indebtedness**" in the Deed of Trust shall also include the monetary amounts due under the Additional Note.

(c) Obligations. Without limiting or otherwise affecting the obligations previously secured by the Deed of Trust prior to the execution of this Amendment, the definition of "**Obligations**" in the Deed of Trust shall also include the obligations with respect to the Additional Note and the Lots.

(d) Trust Property. Without limiting or otherwise affecting the Trust Property previously encumbered by the Deed of Trust prior to the execution of this Amendment, the definitions of "**Trust Property**", "**Premises**", "**Improvements**", "**Leases**" and "**Rents**" in the Deed of Trust shall also include the property and property rights with respect to the Lots described in this Amendment.

(e) Loan Documents. Without limiting or otherwise affecting the listing of documents previously included as Loan Documents prior to the execution of this Amendment, the definition of "**Loan Documents**" in the Deed of Trust shall also include this Amendment, the Additional Note and any and all other agreements, documents and instruments executed in connection with the Additional Note and the Lots.

4. No Other Changes. Except as expressly set forth herein, this Amendment does not affect in any way the balance of the property described in the Deed of Trust. Further, except as expressly amended hereby or by other duly executed and recorded amendment documents, the Deed of Trust remains in full force and effect in accordance with its terms.

5. Representations and Warranties. Each party to this Amendment hereby represents and warrants to the other party that its execution and delivery of this Amendment has been authorized by all necessary actions of such party and, when executed, this Amendment and the Deed of Trust (as amended) will be binding upon and enforceable against such party in accordance with their respective terms.

6. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall constitute one and the same instrument, and such counterparts may be combined to form one fully executed instrument.

DATED as of the date first set forth above.

"Trustor": ELITE HOMES, INC.,
an Arizona corporation

By: [Signature]
Print Name: Lance Keller
Title: President

"Trustor": ELITE HOMES STHP, INC.,
an Arizona corporation

By: [Signature]
Print Name: Lance Keller
Title: President

"Trustor": ELITE TONTO, INC.,
an Arizona corporation

By: [Signature]
Print Name: Lance Keller
Title: President

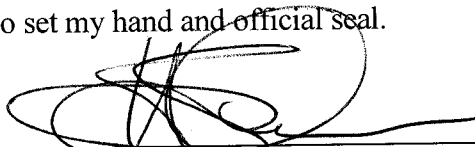
"Beneficiary": First Horizon Home Loan Corporation,
a Kansas corporation

By: [Signature]
Print Name: Eliot Anderson
Title: SVP

STATE OF ARIZONA)
) ss
County of Maricopa)

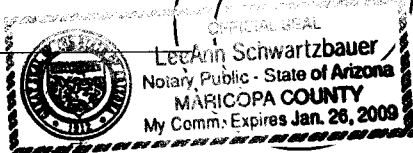
The foregoing instrument was acknowledged before me this 7 day of February, 2007, by Lance Keller, the President of ELITE HOMES, INC., an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

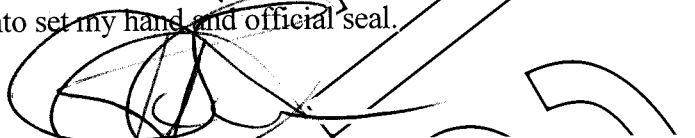
My commission expires:



STATE OF ARIZONA)
) ss
County of Maricopa)

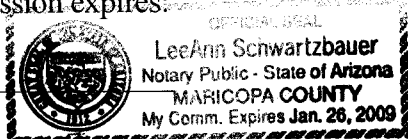
The foregoing instrument was acknowledged before me this 7 day of February, 2007, by Lance Keller, the President of ELITE HOMES STH PF, INC., an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

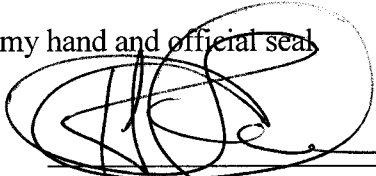
My commission expires:



STATE OF ARIZONA)
) ss
County of Maricopa)

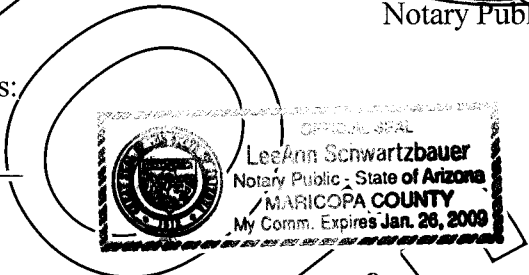
The foregoing instrument was acknowledged before me this 7 day of February, 2007, by Lance Keller, the President of ELITE TONTO, INC., an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Notary Public

My commission expires:



STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 5th day of February, 2007, by Clint Anderson, the Senior Vice President of FIRST HORIZON HOME LOAN CORPORATION, a Kansas corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires:
7/21/10

