

M&I Bank

PO Box 2045, Milwaukee WI 53201-9399

November 29, 2007

David Haney
5041 E. Pershing Ave.
Scottsdale, AZ 85254-3621

Dear David Haney:

Loan #: 4155618

Your home mortgage Balloon Note with M&I Bank is due to mature in December, at which time the unpaid balance is due. M&I Bank is pleased to renew the terms of your Note at 9.375% for 6 months for a fee of \$1137.06. To renew your loan, please sign the enclosed document, retain a copy for your records and return the original along with the fee for \$1137.06 in the envelope provided.

Your December payment, in the amount of \$3554.55, will still be due.

The first payment due based on the new terms will be January 1, 2008. The payment breakdown is as follows:

Interest	\$	3553.30
Escrow	\$	0.00
Total	\$	3553.30

A set of payment coupons will be ordered for you and should arrive in sufficient time to remit your first payment. If you are currently using the automatic payment option we will adjust the amount of our draft from your bank account. If we are drafting additional principal the amount will remain fixed unless otherwise notified by you.

PLEASE NOTE: The Balloon Note document must be returned to our office by A.S.A.P. If they are not, we will assume you are paying your loan in full. You may contact 1-800-686-4419 to order a payoff statement.

Please contact me with any questions at 262-938-8917.

Sincerely,



Cathy Mikolajczak
Loan Adjustment Department
Encl.

Boxes not checked are inapplicable.

David Haney (MAKER(S)) November 29, 2007 (DATE) \$ 454,822.26

I promise to pay to the order of M&I Marshall & Ilsley Bank at 770 N. Water St., Milwaukee, WI 53201, Arizona, the principal sum of \$ 454,822.26 ("Lender")

- [Check (a), (b) or (c); only one shall apply.]
(a) in one payment on June 1, 2008, PLUS interest payable as set forth below.
(b) in equal installments of \$ due on the same day(s) of each month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of unpaid principal and accrued interest due on (e) below, if applicable. All payments include principal and interest.
(c) in equal installments of principal of \$ due on the same day(s) of each month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of unpaid principal due on (e) below, PLUS interest payable as set forth below.

Lender is under no obligation to refinance the final payment at maturity.

[Check (d) or (e); only one shall apply.] This Note bears interest on the unpaid principal balance before maturity:

- (d) Fixed Rate. At the annual rate of 9.375%.
(e) Variable Rate. At the annual rate ("Note Rate") which shall equal the Index Rate (as defined below), plus percentage points, subject, however, to the following adjustments. The Note Rate shall be adjusted only on: the first day of each month each scheduled payment date as and when the Index Rate changes (each a "Change Date"). However, the Note Rate will not exceed % per year and will not be less than % per year, and until the first Change Date the Note Rate shall be % per year. The Index Rate is:

The Index Rate may or may not be the lowest rate charged by Lender.

The Note Rate will never be increased or decreased on any single Change Date defined above by more than percentage points from the rate of interest in effect immediately prior to that Change Date.

Lender may decline to implement in full or in part any authorized increase in the Note Rate, and such increase declined by Lender may thereafter be used either to offset any subsequent decrease in the Index Rate or to supplement any subsequent increase in the Index Rate on any Change Date.

An adjustment in the Note Rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, or (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, and I agree to pay any such additional payments or amounts.

If the Index Rate ceases to be available to Lender during the term of this Note, Lender may substitute a comparable index.

- (f) Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year (which means that the stated interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year) on the basis of a 365 day year.
(g) Interest is computed for the number of days principal is unpaid on the basis of a 360 day year, counting each day as one thirtieth of a month and disregarding differences in lengths of months and years.

Interest is payable on January 1, 2008, and on the same day of each consecutive month thereafter every 7th day thereafter every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated. All unpaid principal and accrued interest bear interest after maturity, whether occurring by acceleration or lapse of time, until paid, at the rate which would otherwise be applicable under (e) above plus percentage points of % per year computed on the same basis as interest is computed before maturity. If any payment is not made on or before the 15th day after its due date, Lender may collect a delinquency charge of \$ or 5.00 % of the unpaid amount, whichever is less % of the unpaid amount. I agree to pay a charge of \$ for each check presented for payment under this Note which is returned unsatisfied.

(h) This Note is secured by real estate under deed(s) of trust dated May 26, 2006 from David Haney for the benefit of Lender.

(i) This Note is secured by a dwelling under security agreement(s) dated from to Lender.

(j) This is a construction loan and interest is payable on the amounts advanced beginning and on the same day of each month thereafter until one month before the due date of the first scheduled payment of principal and interest.

(k) I authorize Lender to automatically deduct payments due under this Note from an account I will maintain with Lender. I will keep sufficient funds in the account to pay the full amount of each payment on the date it is due.

(l) Any installment paid within 30 days (not more than 30) prior to or after its due date is considered paid on the due date of the installment solely for purposes of determining interest earned on this Note and not for purposes of determining default or delinquency charges.

(m) This Note renews and does not satisfy or discharge a note I executed to Lender on May 26, 2006. Full or partial prepayment of this Note is permitted at any time without penalty.

Upon prepayment in full, unearned interest will be refunded to the extent required by law. Lender may apply prepayments to such future installments as it elects.

I acknowledge receipt of a completed copy of this Note. "I", "my" and "me" includes each person who signs this Note and our obligations are joint and several. This Note includes the Additional Provisions on the reverse side.

X Lot 63, Pinnacle Peak, Scottsdale, AZ 85262 CUSTOMER SIGNATURE

X David Haney CUSTOMER SIGNATURE

CUSTOMER ADDRESS

X CUSTOMER SIGNATURE

X CUSTOMER SIGNATURE

MARITAL COMMUNITY JOINDER. The undersigned, as the spouse of customer, hereby joins in the signing of this Note solely for the purpose of binding and consenting to the commitment of the marital community property of customer and the undersigned, in accordance with Arizona Revised Statutes Section 25-214, or other applicable law.

[signature of spouse]

Dated:

FOR LENDER CLERICAL USE

Consumer Handbook on Adjustable Rate Mortgages may be required Delivered
Variable Rate program disclosures may be required Delivered
May use a W.B.A.-428 Mortgage with this Note

Disclosure Statement (W.B.A. (TL)-241 or 240C) may be required Delivered
Rescission Notice (W.B.A. (TL)-3 or 3A) may be required Delivered
HUD form (W.B.A. (RESPA)-240 A & B) may be required Delivered

* If checked, insert applicable prepayment restrictions and penalties.

LOAN OFFICER

ADDITIONAL PROVISIONS

If I fail to make a payment under this Note when due, and the default continues for 10 days, or upon the occurrence of an event of default described in any agreement securing this Note, Lender may declare the entire balance of principal and accrued interest to be payable immediately, without notice or demand. All payments shall be applied in such manner as Lender determines to interest, principal and payments due under this Note or any agreement securing this Note. Unless a lien is prohibited by law or would render a nontaxable account taxable, I grant to Lender a security interest and lien in any deposit account I may at any time have with Lender. Lender may at any time after occurrence of an event of default, without notice or demand, set-off any amount unpaid on this Note against any deposit balances I may at any time have with Lender, or other money now or hereafter owed me by Lender. This Note is also secured by any existing deed(s) of trust described on the reverse side, and by any future deed(s) of trust that provide that the deed of trust secures this Note and by all existing and future security agreements covering personal property (other than a dwelling, unless the security agreement granting a security interest in the dwelling is disclosed on the reverse side) between Lender and any of us, between Lender and any guarantor or indorser of this Note, and between Lender and any other person providing collateral security for my obligations and payment may be accelerated according to any of them.

Presentment, protest, demand and notice of dishonor are waived. Without affecting my liability or the liability of any indorser, surety or guarantor, Lender may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. I agree to pay all costs of collection before and after judgment, including, to the extent not prohibited by law, reasonable attorneys' fees, provided, however, that if the principal amount of the loan, if closed-end, is \$5,000 or less or, if open-end, is \$10,000 or less, I agree to pay court costs, expenses and reasonable attorneys' fees if the loan is referred for collection to an attorney other than a salaried employee of the Lender.

I acknowledge that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to me for, the collectability or enforceability of this Note or the financial condition of any of us. Each of us independently determined our creditworthiness and the enforceability of this Note.

This Note is intended by Lender and me as a final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing. If the loan evidenced by this Note is an *alternative mortgage* transaction as defined under the Alternative Mortgage Transaction Parity Act of 1982, 12 USC § 3801 et seq. (the "Act"), Lender elects to make the loan in accordance with federal regulations as permitted under the Act. Except as provided above, the validity, construction and enforcement of this Note are governed by the internal laws of Arizona. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note. This Note benefits Lender, its successors and assigns, and binds me and my heirs, personal representatives and assigns.

I agree to pay an effective contracted for rate of interest equal to the rate of interest resulting from all interest payable as provided in this Agreement, plus the additional rate of interest resulting from all Additional Sums. The Additional Sums shall consist of all fees, charges, goods, things in action or any other sums or things of value (other than interest payable as provided in this Agreement) paid or payable by me, whether pursuant to this Agreement or any other document or instrument in any way pertaining to this transaction, that may be deemed to be interest for the purpose of any law of the State of Arizona that may limit the maximum amount of interest to be charged with respect to this transaction. The Additional Sums shall be deemed to be interest for purposes of any such law only.

I understand and believe that this transaction complies with the usury laws of the State of Arizona; however, if any interest or other charges in connection with this transaction are ever determined to exceed the maximum amount permitted by law, then I agree that: (i) the amount of interest or charges payable pursuant to this transaction shall be reduced to the maximum amount permitted by law; and (ii) any excess amount previously collected from me in connection with this transaction that exceeded the maximum amount permitted by law, will be credited against the principal balance then outstanding hereunder. If the outstanding principal balance hereunder has been paid in full, the excess amount will be refunded to me.

