BEED OF TRUST

THIS DEED OF TRUST, made this 12 day of	June	19 <u>74</u> , by and between	
Helen Bosch	_, Maring W	Pioche	Nevada Overeinafter called "Trustor"),
and D & C Builders	#	Las Vegas, Neveda	(hereinafter called "Sensitiony"),
and First American Title	of	Las Vegas	
WITNESS. That the Trustor as Buyar is purchasing certain goods and services or services (called "Property Improvements" herein) from the Beseficiary under a			
Home improvement installment Contract (called "installment Co	ontract" horoioù dato	d 12 June 1	9_74_, with Trustor's unpaid indebtedness
thereunder (referred to therein as "Total of Payments") being \$	8,819,40	_, evidenced by a promissory note there	inafter referred to as the "Note") to the order
of the Beneficiary payable at the offices of General Electric Cre	dit Corporation at	Dublin, California	in <u>60</u>
consecutive monthly installments, each installment in the amou	nt of \$ 146.99	except the final installment o	
being payable one month from the date of completion of the property improvement unless a different first payment date is inserted here. 4//2 the remaining installments payable thereafter on like date of each month, the Note and installment Contract also providing for delinquency and collection charges.			
NOW, THEREFORE, to secure the payment by Trustor of the performance and observance by Trustor of all of the terms and debtedness, obligations and liabilities of any kind of Trustor, no	conditions of the In	stallment Contract and Note and the de	ed of trust, and the payment, of all other in-
of sale and right of entry and possession, the following described real property situated at			
County of Lincoln State of Novada,	more particularly d	escribed, to wit:	\ \

The South Helf (St) of Lot Nineteen (19) in HENRY LEES SUBDIVISION to the town of Pioche, Nevada

together with all easements and other rights now or hereafter made appurtenant thereto and all improvements now or hereafter placed thereon and all other property now or hereafter in any manner attached or affixed to said land or improvements.

The frustor covenants and agrees that he is the cowner of said premises in fee simple; that he has the right to convey the same; that the same are free from any encumbrances whatsoever; that he will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that he will execute such further deed or deed of trust as may be necessary or proper to carry out the true intent and purpose of this deed of trust.

The Trustor agrees to pay, at least ten (10) days prior to delinquency, all taxes, levies, charges and assessments against the property, and to obtain and maintain fire and extended insurance coverage on said property and other insurance requested by the Beneficiary with loss payable to the Beneficiary of the secured indebtedness. In the event the Trustor defaults or falls in any respect hereto, the Beneficiary of the secured indebtedness may, at its sole option, insure the said property, and pay any taxes, assessments or insurance premiums, and any amounts paid by Beneficiary for insurance, taxes or assessments shall bear interest computed at the highest lawful contract rate, and this deed of trust shall be security therefor.

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The Trustor agrees to pay to the Beneficiary all is sams including costs, expenses and reasonably attorney's fees, which it may incur in any proceeding, legal or otherwise, to sustain the time hereby created or in defending against any claims asserted adverse to the lien of this deed of trust, or any sum paid out by it in the discharge of such claim, or any expenses incurred in defending the title of the Trustor to said real estate, together with interest computed at the highest contract rate, and this deed of trust shall be security therefor. It is agreed that the Trustor, his personal representatives or assigns shall retain possession of said real property and use the same until default be made in the payment of the indebtedness hereby secured or of some part thereof.

That if the property above described be sold or conveyed; or if this deed of trust or any deed of trust or mortgage covering the property shall be in default, or if default shall be made in the payment of any sum or sums that Beneficiary of the secured indebtedness hereunder may have paid or expended by virtue of any covenants or agreements herein contained, expressly including any such sum or sums paid or expended for insurance premiums, costs, taxes, levies, charges or assessments, or if Trustor shall fail to observe or perform any of the terms or conditions of the Installment Contract, this deed of trust any other agreement between Trustor and Beneficiary; or if any warranty, representation or statement of fact made to Beneficiary at any time by Trustor is false or misleading in any material respect, or if the trustor shall be filled to revidenced or committee of creditors, or if any warranty, representation or videnced or committee and committee of creditors, or if there shall be lifted to revidence or or appoint or make an assignment for the bunited States or under any insolvency, readjustment of debt, dissolution or requidation law or statute of any jurisdiction; or if any

independences secured nervely immediately due and payable, and the dependency and relasted shall nave all of the hordwithout notice and without releasing Trustor from any obligation hereunder, to cure any default of Trustor and in connection therewith to enter upon the subject property and to do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof including: to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereonder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee being conclusive as between the parties herelo; to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them;

counsel, accountants, contractors and other appropriate persons to assist them;

(b) To enter upon possess, manage and operate the subject property or any part thereof; to make, terminate, enforce or modify leases of the subject property upon such terms and conditions as Beneficiary deems proper; to make repairs, alterations and improvements to the subject property, for the purpose of protecting or enhancing the security hereof and Trustor agrees to pay all expenses of action taken under this subparagraph that interest thereon from the date of expenditure at the highest leaved to interest and that payment thereof shall be secured hereby. All some realized by Beneficiary under this subparagraph, less all costs and expenses incurred by it under this subparagraph, including reasonable attorneys fees and less such sum as Beneficiary deems appropriate as a reserve to meet future expenses under the subparagraph, hall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness nor any other action taken by Beneficiary under this subparagraph shall cure or waive any default or notice of default. Any action taken under this subparagraph may be taken by Beneficiary or Trustee or any employte or agent of Beneficiary or Trustee with or without bringing any action or proceedings, or may be taken by a receiver appointed by a court, and any such action may be taken without regard to the adequate or not notice of default has been filed;

(c) To execute a written notice of such default and of its election to cause the subject property to be sold to satisfy the obligations secured hereby. Such notice

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(c) To execute a written notice of such default and of its election to cause the subject property to be sold to satisfy the obligations secured hereby. Such notice shall be given and recorded as then required by law as a condition upon the conducting of a Trustee's sale. When the minimum period of time required by law after such notice has evapsed Trustee or Beneficiary or other person designated by Beneficiary without demand on Javstor, shall self the subject property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as lat or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the functed States payable at time of sale. Trustee may postpone sale of all or any portion of the subject property by public announcements at such time and place of sale, and from him to time thereafter may pustpone such, sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale its deed conveying the property so by department of the subject property or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thorgof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. The oraceeds of the sale shall be applied: Firstly, to the expenses of such sale together with the reasonable expenses of the trust, including counsel lees, in an amount equal to ten percent of the amount secured thereby and remaining unpaid, which shall become due upon any default made by grantor in any of the payments aforesaid, and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring a search of the title to the premises, or any part thereof, subsequent to the execution of the Deed of Trust; and in payment, seconday, of the obligation or debts secured, and interest thereon them remaining unpaid, and of the amount of all other moneys with

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(d) To resort to and realize upon and sell, in accordance with law, the security hereunder and any of the security now or hereafter held by Beneficiary in such order as Trustee and Beneficiary or either of them, may, in their discretion, find necessary to sell in order to accomplish the objects of this trust. The Beneficiary may, after recording the notice of breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to his former position and have and enjoy the same rights as though such notice is withdrawn or without the sell is completed, Trustor will pay immediately and without demandall expenses, including expenses for the services of counsel, accountants, real estate brokers and other persons and for contractors for labor or materials, incurred or paid by Beneficiary or Trustee in the exercise of any right, power or remedy for which ployiston is grade hereafter or by law, with Interest that the highest fawful contract rate from date of expenditure thereof by Beneficiary or Trustee until pad, and the same shall be secured hereby. The subject property.

(e) All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law. The limit of the liability of any person for payment of any indebtedness secured hereby. The deed of thrust upon the subject property. Beneficiary may, from time to time, with or without notice, la) release any person's liability for the payment of an indebtedness secured hereby. ng the indebtedness secured hereby. The Trustor hereby waives the benefit of all homestead exemptions as to the indebtedness secured by this deed of trust, and as to any expenditure for insurance, taxes, levies, assessments, or charges, by the Beneficiary of the socured indebtedness in pursuance of this deed of trust.

The Trustor agrees that he will pay any deficiency arising from any cause after application of the proceeds of the sale, in accordance with the provisions of law and of the covenants berein contained, or any deficiency arising subsequent to any judicial action to foreclose upon the obligations secured by this installment as From time to trime, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the county in which the subject property is situated, Beneficiary may appoint another Trustee in place and stead of the Trustee herein named. Such writing shall refer to this deed of trust and set forth the date, book and page of its recordation. Upon recordation of such instrument of substitution the Trustee herein named shall be discharged and the new Trustee so appointed shall be substituted as Trustee herein. A writing recorded pursuant to the provisions of this paragraph shall be conclusive proof of the proper substitution of such new Trustee. By accepting payment of any sum secured hereby after its due date, or late performance of any obligation secured hereby, Beneficiary will not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make such prompt payment. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law. by beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

This deed of trust shall inter to and bind the heirs, legates, devisees, administrators, executors, successors, and assigns of the parties hereto. The term "Beneficiary" shall mean the "Holder" (as defined in the Installament Contract), whether or not named as Beneficiary herein, and whether by operation of law or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Trustee accepts this trust when this deed of trust, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligates to notify any party hereto of pending sale under any other caed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless such action is brought by Trustee. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense. If more than one person has executed this deed of trust as "Trustor," the obligations of all such persons hereunder shall be joint and several. This deed of trust shall be construed according to the laws of the State of Nevada A copy of any notice of default and of any notice of sale hereunder shall be mailed to Trustor at the address hereinbefore set forth. JERRY A. HARDY Notary Public - State of Nevari (HELEN BOSCH) COUNTY OF CLARK My Commission Expires March 30, 1977 I Trustor (WIFE MUST SIGN) CHERREDUNDUNCE CHERREDUND NEUTRINGER CHERREN (Type or print names beneath signatures) STATE OF MEVADA. Clark COUNTY OF. 17 day of ____ June , 19<u>74</u>, before ma, Mard Helen Bosch a Notary Public in and for said County and State, personally appeared _ 18 subscribed to the within instrument known to me to be the person whose name ____ WITNESS my hand and official seal REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been p The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder. Dated General Electric August 14, 1974 ž MINUTES PAST _ L OCLOCK RECORDED AT REQUEST 옃 ಠ 50-151 uwcow OF OFFICIAL Credit 2

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