

P.O. Box 425
Las Vegas, NV 89112

FOR RECORDER'S USE ONLY

General Elect. Credit

Jan. 16, 1978

1 MINUTE 9 O'CLOCK

A.M. IN BOOK 2 OF OFFICIAL

RECORDS, PAGE 631 LINCOLN

COUNTY, NEVADA

81178

Ernest Robinson
COUNTY RECORDER

Attention of _____

DEED OF TRUST

THIS DEED OF TRUST, made this 10 day of August, 19 77 by and between Rex F. Esley

and XXXXXX of Caliente Nevada hereinafter called "Trustor",
and D & C Builders of Las Vegas (hereinafter called "Beneficiary"),
and First American Title Company of Las Vegas Nevada hereinafter called "Trustee".

WITNESS: That the Trustor as Buyer is purchasing certain goods and services or services (called "Property Improvements" herein) from the Beneficiary under a Home Improvement Installment Contract (called "Installment Contract" herein) dated August 10, 19 77, with Trustor's unpaid indebtedness thereunder (referred to herein as "Total of Payments") being \$ 6932.16, payable at the offices of General Electric Credit Corporation at 1555 East Flamingo Road in 72 consecutive monthly installments, each installment in the amount of \$ 96.28, except the final installment of \$ 96.28, the first installment being payable one month from the date of completion of the property improvement unless a different first payment date is inserted here _____, the remaining installments payable thereafter on like date of each month, the Installment Contract also providing for delinquency and collection charges.

NOW, THEREFORE, to secure the payment by Trustor of the indebtedness hereabove described, all amendments, extensions and renewals of the said indebtedness, the performance and observance by Trustor of all the terms and conditions of the Installment Contract and the deed of trust, and the payment of all other indebtedness, obligations and liabilities of any kind of Trustor, now existing or hereafter arising, the Trustor irrevocably grants and assigns to Trustee in trust, with power of sale and right of entry and possession, the following described real property situated at P.O. Box 488, Caliente, Nevada

County of Lincoln State of Nevada, more particularly described, to wit: Lots 13 & 14 in Block 9, in the city of Caliente, Nevada. Book 8 Official records Page 308.

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 Trustor covenants and agrees that he is the owner 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 fails 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.

The Trustor agrees to pay to the Beneficiary all sums including costs, expenses and reasonably attorney's fees, which it may incur in any proceeding, legal or otherwise, to sustain the lien 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 should the Installment Contract 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, any other agreement between Trustor and Beneficiary; or if Trustor shall fail to observe or perform any of the terms or conditions of the Installment Contract, this deed of trust or 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 become insolvent (however defined or evidenced) or commit an act of bankruptcy or make an assignment for the benefit of creditors or appoint a committee of creditors, or if there shall be filed by or against the Trustor any petition for relief under the bankruptcy laws of the United States or under any insolvency, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, or if any petition or application to any court or tribunal, at law or in equity, be filed by or against the Trustor for the appointment of any receiver or trustee for the Trustor or any part of the property of the Trustor, or if such receiver or trustee be appointed; the Beneficiary may, at its option, without demand upon or notice (except as provided herein) to Trustor, declare the entire indebtedness secured hereby immediately due and payable, and the Beneficiary and Trustee shall have all of the following rights and remedies:

(a) With or without 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 hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee, is prior or superior hereto, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; 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;

(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 with interest thereon from the date of expenditure at the highest lawful contract rate of interest and that payment thereof shall be secured hereby. All sums 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, shall 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 hereunder or nullify the effect of any such notice of default. Any action taken under this subparagraph may be taken by Beneficiary or Trustee or any employee 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 adequacy of security for the indebtedness secured hereunder and whether or not the indebtedness secured hereby has been declared immediately due and payable and whether 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 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 elapsed Trustee or Beneficiary or other person designated by Beneficiary without demand on Trustor, shall sell 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 it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United 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 time to time thereafter may postpone 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 sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. The proceeds of the sale shall be applied, firstly, to the expenses of such sale together with the reasonable expenses of the trust, including counsel fees, 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 unpaid, and the amount of all other moneys with interest thereon herein agreed or provided to be paid by grantor; and the balance or surplus of such proceeds of sale it shall pay to grantor, his heirs, executors, administrators or assigns; and

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 default, 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 whether the sale is completed. Trustee will pay immediately without demand all expenses, including expenses for attorneys, accountants, real estate brokers and other persons and contractors for labor and materials, incurred by Beneficiary or Trustee in the exercise of any right, power or remedy for which provision is made hereunder, with interest thereon at the highest lawful contract rate from date of expenditure thereof by Beneficiary or Trustee until paid, and the same shall be secured hereby.

All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law. Without affecting the liability of any person for payment of any indebtedness secured hereby, or the lien or priority of this deed of trust upon the subject property, Beneficiary may, from time to time, with or without notice, (a) release any person's liability for the payment of an indebtedness secured hereby; (b) make any agreement extending maturity or otherwise altering the terms of the payment of any indebtedness secured hereby; and (c) accept additional security or release any property securing 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 secured 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 herein contained, or any deficiency arising subsequent to any judicial action to foreclose upon the obligations secured by this installment as provided by law.

From time to time, 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 hereunder with the same effect as if originally named 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.

This deed of trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. The term "Beneficiary" shall mean the "Holder" (as defined in the Installment 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 obligated to notify any party hereto of pending sale under any other deed 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.

Rex F. Esley

Rex F. Esley
Trustor

Trustor (WIFE MUST SIGN)
(Type or print names beneath signatures)

STATE OF NEVADA }
COUNTY OF Clark } ss.

On this 10 day of August 19 77 before me, Jeannie F. BUTT

a Notary Public in and for said County and State, personally appeared Rex F. Esley

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal



Notary Public in and for Nevada
CLARK COUNTY
JEANNIE BUTT
MY COMMISSION EXPIRES JULY 19 1980

Jeannie F. Butt
Notary Public in and for said County and State.

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when indebtedness has been paid.

To: TRUSTEE.

The undersigned is the legal owner and holder of the contract and all other indebtedness secured by the within Deed of Trust. Said contract, 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 all 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 _____ 19 _____

Mail reconveyance to _____

AS TRUSTEE FOR _____ TO _____

Dated _____ 19 _____

Deed of Trust