

#05483 Br. 009
RECORDING REQUESTED BY

INVESTOR'S NATIONAL SECURITY CO.
AND WHEN RECORDED MAIL TO

Name Investor's National Security Co.
Street Address 5900 Wilshire Blvd., #2215
City & State Los Angeles, California 90036

No. 62352
FILED AND RECORDED AT REQUEST OF
Investor's National Sec. Co.
July 24, 1978
AT 1 MINUTES PAST 1 O'CLOCK
P.M. IN BOOK 26 OF OFFICIAL
RECORDS, PAGE 232 LINCOLN
COUNTY, NEVADA.

[Signature]
COUNTY RECORDER

PLEASE INDEX AS DEED OF TRUST AND ASSIGNMENT ONLY.
SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIEN CONTRACT AND DEED OF TRUST WITH POWER OF SALE AND FEDERAL DISCLOSURE

NOTICE TO THE BUYER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE, IF ANY, PROVIDED FOR HEREIN. (4) IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT OF REFUND YOU ARE ENTITLED TO, IF ANY, WILL BE FURNISHED UPON REQUEST.

Address of property to be improved: Box 205 - PINACA, Nevada 89042
(No. and street of residence as specified by buyer(s)) (Zip)

Seller-Contractor D & C Builders 1534 Pittman Sparks, Nevada 89431
(Name) (Business Address) (Zip)

License Number 7831 Classification _____
hereby sells, and Buyer FUNG LEE
(Print full and complete name(s) of each Buyer, corresponding to their legal signature(s)) (Zip)

(hereinafter called buyer) hereby buys and accepts, subject to the terms and conditions herein provided, goods and services described as follows:

DESCRIPTION OF GOODS, MATERIALS AND SERVICES (Describe in detail)
Home Improv

and subject to terms and conditions, all as hereinafter described and accompanying work order proposal, and plans and specifications, if any, for home improvement purposes. Contractor will commence the work in accordance with the work order proposal, and plans and specifications, if any, on approximately 7/10/78, and will substantially complete the work on approximately 7/15/78, and with no additional work to be done without Buyer's written consent, but without liability for any delay or failure because of act of God, other reasons beyond Contractor's control, or nonissuance of any required permit. (Approx. Completion Date)

- 1. CASH PRICE \$ 7700
- 2. LESS: CASH DOWN PAYMENT \$ 0
- TOTAL DOWN PAYMENT \$ 0
- 3. UNPAID BALANCE OF CASH PRICE (1 less 2) \$ 7700
- 4. GROUP CREDIT LIFE AND DISABILITY INSURANCE for the term and amount of the contract to be purchased by Seller (Cost not in Finance Charge)
LIFE INSURANCE \$ 0
ACCIDENT AND HEALTH INSURANCE \$ 0
- 5. OFFICIAL FEES - Filing/Recording \$ 0
- 6. AMOUNT FINANCED (Sum of 3, 4 & 5) \$ 7700
- 7. FINANCE CHARGE \$ 222.50
- 8. TOTAL OF PAYMENTS (Sum of 6 & 7) \$ 7922.50
which is payable by Buyer(s) in 76 consecutive monthly installments of \$ 130.70 each beginning on the 5th day of Aug, 19 78 and continuing on the same day of each succeeding month thereafter until paid in full. The Finance Charge on this transaction will begin accruing on the date of the first installment due.
- 9. DEFERRED PAYMENT PRICE (Sum of 2 & 8) \$ 8115
- 10. ANNUAL PERCENTAGE RATE 13.00 %

The purchase of insurance coverage is voluntary and is not required for credit. I desire to purchase at the cost set forth to left hereof the following:
 CREDIT LIFE AND ACCIDENT & HEALTH INSURANCE
N/A (Date) N/A (Signature of person to be insured)

LATE PAYMENT: Whenever payment of any installment shall be in default herein for at least ten (10) days, Buyer(s) agrees to pay a delinquency and collection charge equal to 5% of such installment or the sum of \$5.00, whichever is less.

PREPAYMENT: The unpaid balance herein may be paid at any time, and any unearned FINANCE CHARGE will be refunded based on the "Sum of Digits" (Rule of 78's) method, less \$25 acquisition charge.

Repayment of the unpaid balance will be secured by a deed of trust on the real property described below and, in addition, said real property may become subject to liens under the mechanic's lien law of the State of Nevada.

TERMS OF THIS LIEN CONTRACT AND DEED OF TRUST
The Buyer(s) agrees to pay the above stated Total of Payments in the manner specified. All sums remaining unpaid after final or accelerated maturity to bear interest at the highest lawful contract rate.
The Buyer(s) agrees to pay all actual and reasonable costs of collection occasioned by his/her failure to notify the holder of this contract of any change of residence or to communicate with the holder hereof for a period of 45 days after default in making payment of any installment due hereunder. In the event of default in the payment of any installment due hereunder, the holder hereof may declare the whole sum or so much thereof as remains unpaid, immediately due and payable.
Time is of the essence and no indulgence or acceptance of delinquent or partial installment payments shall constitute a waiver of any of the holder's rights hereunder.

The parties agree that there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting this sale and that this instrument contains the entire agreement between the Seller and the Buyer(s), and that consequently no prior dealings, no usage of the trade and no subsequent course of performance between the parties shall be relevant to supplement or explain any terms used in this Lien Contract and Deed of Trust.
The undersigned Seller, on its behalf and on behalf of any sub-contractor and materialman who has furnished or will furnish any of the labor and/or materials contracted for herein, hereby waives and releases any and all liens or claims or rights of liens on the above described premises and all rights to file liens on said premises which have been or may be acquired on account of labor and/or materials furnished or to be furnished in connection with the improvement of said premises, except as agreed to and disclosed above.

FOR THE PURPOSE OF SECURING PAYMENT OF THE TOTAL OF PAYMENTS OF THIS RETAIL INSTALLMENT SALE, Buyer(s) as Trustor(s), irrevocably grants, transfers, and assigns to MORTGAGE FINANCE CORP. (herein called "Trustee"), in trust, with power of sale, for the benefit of Seller as Beneficiary, that property in LINCOLN County, Nevada, described as

All of lot 4 in said Block 17, EXCEPTING THEREFROM THE FOLLOWING: Commencing at the Southwest corner of said lot 4 running thence North 95 feet, thence East 109 feet, thence South 95 feet, thence West 109 feet to the point of beginning.

INDEX ONE OTHER COPY FOR IMPORTANT INFORMATION 26 PAGE 232

Lincoln County

To Protect the Security of this Lien Contract and Deed of Trust, Buyer(s) - Trustor(s) agrees:

- To keep said property in good condition and repair.
- To maintain fire insurance satisfactory to and with loss payable to Seller.
- To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Seller or Trustee to the extent permitted by law, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Seller or Trustee may appear, and in any suit brought by Seller to foreclose this Deed.
- To pay before delinquency, all taxes and assessments affecting said property, all encumbrances, charges and liens on said property, which appear to be prior or superior hereto; Should Buyer(s) fail to make any payment as herein provided, then Seller, but without obligation so to do and without notice to or demand upon Buyer(s) and without releasing Buyer(s) from any obligation hereof, may, make or do the same in such manner and to such extent as he may deem necessary to protect the security hereof, Seller being authorized to appear in and defend any action purporting to affect the security hereof or the rights or powers of Seller, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such power pay necessary expenses, employ counsel and pay his reasonable fees.
- To the extent permitted by law, to pay immediately on demand all sums so expended by Seller with interest from date of expenditure at the lawful contract rate.
- That upon default by Buyer(s) in payment of the Total of Payments secured hereby, Seller may declare the sum secured hereby immediately due and payable by delivery in Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Seller also shall deposit with Trustee this Lien Contract and Deed of Trust. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Buyer(s), shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it 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 said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Buyer(s), Trustee, or Seller as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- Seller may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Seller and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall without conveyance from the Trustee and upon surrender of this Lien Contract and Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, which fees shall not exceed the sum of \$50.00, Trustee shall reconvey, without warranty, the property held hereunder to the person(s) legally entitled thereto, two years after issuance of such full reconveyance. Trustee may destroy this Lien Contract and Deed of Trust.
- This Lien Contract and Deed of Trust contains the entire agreement and binds the Buyer(s) jointly and severally. This Lien Contract and Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Seller may freely assign this Lien Contract and Deed of Trust and when so assigned, the Assignee shall have all of the rights conveyed to Seller hereunder. This Lien Contract and Deed of Trust, whenever the context so requires the masculine gender includes the female and/or neuter, and the singular number includes the plural.

The undersigned Buyer(s) requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

NOTICE: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.


BUYER(S) ACKNOWLEDGES THAT PRIOR TO SIGNING THIS CONTRACT HE (THEY) RECEIVED AND READ A LEGIBLE, COMPLETELY FILLED-IN COPY OF THIS CONTRACT, AND THAT ON SIGNING, SUCH COPY WAS ALSO SIGNED BY THE PARTIES HERETO. BUYER(S) FURTHER ACKNOWLEDGES RECEIPT OF TWO COPIES OF THE SEPARATE NOTICE OF RIGHT OF RESCISSION REQUIRED BY FEDERAL LAW, AND A COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

Seller Alan Brown License/Registration No. _____ Date of Contract July 10, 1978, 1978
 Buyer/Trustor Faye Lee
 By Faye Lee Buyer/Trustor Faye Lee
 Witness Alan Brown Buyer/Trustor _____

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

STATE OF NEVADA, COUNTY OF WASHOE } SS.
 On July 11, 1978 before me, the undersigned, a notary public in and for said state, personally appeared Alan Brown known to me to be the person whose name is subscribed to the within instrument, as a WITNESS thereto, who being by me duly sworn, deposes and says that he resides in Las Vegas Nevada and that he was present and saw known to him to be the same person(s) described in and whose name(s) are subscribed to the within instrument as buyer/trustor(s), execute and deliver the same, and said buyer/trustor(s), acknowledged to me as a witness.

WITNESS my hand and official seal.
 Signature M. C. Margulies
M. C. MARGULIES
 Name (Typed or Printed)

FOR NOTARY STAMP

 M. C. MARGULIES
 Notary Public - State of Nevada
 Washoe County
 My Commission expires May 9, 1982


ASSIGNMENT OF LIEN CONTRACT AND DEED OF TRUST
 FOR VALUE RECEIVED, the undersigned does hereby sell, grant, assign and transfer to Investor's National Security Co. or its assigns (hereinafter "Assignee"), all of its right, title and interest in and to the Lien Contract and Deed of Trust of real property set forth above and on the reverse side hereof, in accordance with that certain Contractor's Agreement entered into between the undersigned and Assignee and which is referred to and incorporated herein by this reference as though fully set forth; and all money due or to become due thereon, with interest, and all rights accrued or to accrue under said Lien Contract and Deed of Trust, and Contractor's Agreement.

Date July 11, 1978
 By D & C Builders Name of Seller
C. J. Walker Title: C. J. Walker

STATE OF NEVADA, COUNTY OF WASHOE } SS.
 On this 11 day of July, 1978, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared C. J. Walker known to me to be the person whose name is subscribed to the within instrument, and also known to me to be the person who executed it on behalf of the Corporation or Company therein named, and acknowledged to me that such Corporation or Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Signature M. C. Margulies
M. C. MARGULIES
 Type or Print Name
 NOTARY PUBLIC IN AND FOR SAID STATE

FOR NOTARY STAMP

 M. C. MARGULIES
 Notary Public - State of Nevada
 Washoe County
 My Commission expires May 9, 1982