

Lincoln County

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES

11) To keep and/or repair in good condition any equipment, as required, to remove or demolish any buildings, structures, or complete or restore prompt, and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereto and to pay when due all claims for labor performed and materials furnished thereto, and if the loan secured hereby, or any part thereof, is being retained for the purpose of construction of improvements on said property, to hold over the lessor, and to agree, anything in the lease to the contrary notwithstanding, to (a) complete same in accordance with plans and specifications satisfactory to Beneficiary, to any and all Beneficiaries, to inspect said property at any time during construction, (b) to replace any way of materials unsatisfactory to Beneficiary, within fifteen (15) calendar days, after written notice given to Beneficiary of such fact, which notice must be given to the Trustor by certified mail, and to his last known address, by personal service of the same (c) that shall not restrain the construction of such improvements (d) reason to whatsoever for a period of fifteen (15) calendar days, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereto, not to commit in private name, nor to commit in public name, to construct, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, cultivate, prune and do all other acts which from time to time in the use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. The Trustee, upon presentation to him of an affidavit signed by the lessee setting forth facts showing a default by the Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as hereunder.

(2) To provide and maintain in force at all times, fire and other types of insurance as may be required, each in an amount satisfactory to, and with loss payable to, said Beneficiary. Self-Insurance Policies shall be in form and content, and for so long terms, and in such contributions as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for faithful performance of these trusts.

At least thirty days prior to the execution of any such insurance policy, Plaintiff will give notice of extending and/or expensing insurance if he deems it necessary to do so. In such a notice, Plaintiff will specifically inform the trustee that the premium therefor, by the trustee, shall be no obligation to do so, and the obtaining of any such insurance and the payment of the premium therefor, by the trustee, shall be under the direction of Plaintiff. The trustee shall not be liable for any expenses or costs incurred by Plaintiff in the obtaining of any such insurance, nor shall the trustee be liable for any loss or damage sustained by Plaintiff as a result of any such insurance.

The amount specified under any fee or other instance policy may be applied by Beneficiary upon any indebtedness created heretofore and in such order as to satisfy such indebtedness in proportion to the entire amount so created and any part thereof may be released by Trustee. Such application or release

(ii) Notwithstanding anything contained in clause 11.1 above, if the amount of principal or interest due by the Debtor to the Bank in respect of any sum of money advanced by the Bank to the Debtor under this Agreement exceeds the amount of principal or interest due by the Debtor to the Bank in respect of any other sum of money advanced by the Bank to the Debtor under this Agreement, the Bank may apply such amounts in抵扣 the application of the Debtor's right to set off.

1. To appear and defend, or to act as attorney and counsellor at law, in all trials, suits, actions, and proceedings, civil or criminal, in which the Trustee may be involved, or in which the beneficiaries of the Trust may be involved, or in which the Trustee or any beneficiary may be interested; and to pay the expenses of such trials, suits, actions, and proceedings.

15. To pay any fees for title insurance, all taxes and assessments affecting said property, including assessments on appurtenant water, stock, when due, in the County, cities, towns or cities with interest in said property or any part thereof, which appear to be just or sufficient to meet all costs, fees and expenses of this instrument.

Mr. Frank, shall make any payment to John as herein provided, from Beneficiary or Trustee. But without obligation so to do and without loss of his right to demand payment and without releasing Beneficiary from any obligation hereof, may make or do the same in such manner and to such extent as he deems necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon and properties for such purpose, appear in and do all acts in proceeding pertaining to affect the security hereof or the rights and powers of Beneficiary or Trustee pay, pursue, contest or compromise any claim, cause, action, suit, judgment, decree, order, process, writ, garnishment, attachment, execution, or other legal proceeding, or any other remedy, which in his judgment appears to be prior or superior hereto; and, in exercising any such power, pay necessary expenses of the same and pay his fees, costs, etc., fees.

The Trustee may immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the rate specified in and after

13. To insure the payment of taxes and assessments, which are now or hereafter may be a lien upon the property, described at least one (1) day before the date of the distribution thereof is provided for in paragraph (1) hereof, and to pay such premiums upon policies of insurance as may be required by the Beneficiary, as expressed in the paragraph (1) hereof, the Trustee agrees to pay the Premiums, in addition to all other payments, including an installation fee, and any and all expenses, including attorney's fees, incurred by the Trustee in connection therewith. At the option of the Beneficiary, the premiums so determined, plus the amounts due on the principal amount accrued, shall be paid by the Beneficiary, the Trustee agreeing to deduct such amounts from the principal amount due. All installments shall be paid to the entitled payees of premiums, for such insurance and taxes and assessments, not less than six (6) months in advance. If any installment fails to be paid when due, the amount paid to the beneficiary under the provisions of this paragraph are insufficient to discharge the obligation of the Trustee to pay such premium, premiums, taxes and assessments as the same become due, Trustee shall pay to Beneficiary upon demand, such additional sums as may be required to discharge the Trustee's obligation to pay premium or premiums, taxes and assessments. At the option of the Beneficiary, all moneys paid to him/her under the terms of this paragraph shall be held by Beneficiary in trust to pay such premium or premiums, taxes and assessments before the same become delinquent, or may be credited directly to interest and principal due under the terms of the note secured hereby and upon payment by the beneficiary of taxes, assessments and insurance premium, the amount so held shall be charged to the principal amount in the note secured hereby. If the Trustee fails to pay the installments paid for in the paragraph, such failure shall constitute a default under this Deed of Trust.

10. In the event of default in the payment of any of the interest to be paid under the terms of the Note secured hereby, or the Deed Trust in the payment of any of the amounts and obligations of Sun Diego, LLC then in its full or partial possession of the Bonds held by the Trustee under the provisions of paragraph 10, the right of the Trustee to require payment of principal and of interest upon the obligation secured hereby in full of being applied to any of the principal or interest which has accrued or may accrue in connection with any other note or debt held by him in the same manner and with the same effect as above provided for the disposition of the principal and interest of the Note.

benefits of the life insurance.

(f) By accepting payment of any sum secured hereby after its due date, beneficiary does not waive its right either to require prompt payment when due or to sue for interest and attorney's fees.

(D) At any time from time to time, without notice thereto and without cause, upon written request of beneficiary and presentation of this Deed and Note for disbursement, as without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may release any part of the property subject to the making of any map or plan thereof, plus in granting any easement or right in any extension agreement of any agreement scheduling the delivery of age-restricted

(12) Upon written request of Beneficiary, stating that all sums received hereby have been paid and upon surrender of the original of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall receive, without warranty, the property described hereinunder. The title shall remain in the name of the assignee or in the name of any other party to this instrument.

104. If there is a default in the payment of any sum secured by or in the performance of any promise contained herein, or contained in any instrument or writing which has been made to the Beneficiaries hereunder, then at any time thereafter the Beneficiaries hereunder may declare all sums due and payable without demand or notice, and the Board of Trustees shall meet in the office of the County Recorder on

and the other two were not. Thus, it is clear that the subjects' behavior was not influenced by the presence of the other subjects. The results of the present study support those of the previous studies which have shown that the subjects' behavior is not influenced by the presence of other subjects.

Decades ago, the standard of living in the United States was far below what it is today. But, just as today, there were many people who did not have enough money to buy what they wanted.