12-30509

## NOV 19 Rect

## DEED OF TRUST

SEP 10 RECO

THIS DEED OF TRUST is made this	.23RDday ofAUGUST AND CLARICE J. BAYSINGER
9.79., among the Grantor, GARRY L. BAYS INGER	AND CLARICE J. BAYSINGER
HUSBAND AND WIFE	herein "Borrower")
MANGESULA TRILE CO., INC.	(herein "Trustee") and the Beneficians
SHERROUG A RUBERTS. INC.	
xisting under the laws of WASHINGTON	98101 (herein "Lender").
1417 FOURTH AVENUE, SEATITLE, WASHINGTON	98101 (herein "Lender").
BORROWER, in consideration of the indebtedness he	erein recited and the trust herein created, irrevocably grants

and conveys to Trustee, in trust, with power of sale, the following described property located in the County of LINCOLN .... State of Nevada:

LUI S IN MEANING COMENSESSOR TRACE NO. 1, UNITE IC. 1 OF THE TOPS IT IN THE TOPS

LOT NUMBERED FIVE (5) IN ALAMO SOUTH SUB-DIVISION TRACT NO. 1. UNIT NO. 1 IN THE TOWN OF ALAMO, COUNTY OF LINCOLN, STATE OF NEVADA.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

THIS DEED OF TRUST IS BEING RE-RECORDED TO CORRECT STREET ADDRESS.

THIS DEED OF TRUST IS BEING RE-RECORDED TO CORRECT STREET ADDRESS ON ATTACHED VA LOAN RIDER

The Design of Tour (Mongs at ) is subject to the analysis index, which substantially modifies the races of this loan, do not sign

it onlyss you read and understand it. DANIELLE

5 CARAMERY LANE, ALAMO which has the address of . . . . (Street)

NEVADA 99001 .... (herein "Property Address"); (State and Zio Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated . AUGUST .23... ....1979 ...... (herein "Note"), in the principal sum of ... THIRTY, F.IVE THOUSAND, AND, NO/.100 ....... ...... Dollars, with interest thereon, providing for monthly installments SEPTEMBER, 1... .2009,...., the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

NEVADA -- 1 to 4 Family- - 6, 75 -- ENMA/FRUME UNIFORM INSTRUMENT

Res. Perm. 252A.

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[City]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. Borrower and I ender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indehtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonable estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency tincluding Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds are placed in the funds held to the funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount nocessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. It under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender. It under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, any Funds held by Lender. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender may fund a paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provide

provided under paragraph 2 hereof of, it has parameters and insurance carrier.

All insurance policies and renewals thereof shall be in furm acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible and the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

of acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent development, the by-laws and regulations of the condominium or planned unit development and condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects I ender's interest in the Property, including, but not limited to, emment domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at I ender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower

8. Inspection: Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereot, or for conveyance in lieu of condemnation, are hereby assigned

condemnation of other taking of the Property, or part thereot, or for conveyance in neu or condemnation, are nevery assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, inless Burrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds said to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower tails to respond to Londer within 20 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

such installments

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by I ender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indehtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall mare to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mial return recept requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided to have been given to Borrower as provided herein. Any notice provided to Trust shall be deemed to have been given to Borrower as provided herein. Any notice provided to the property. This Deed of Trust shall be deemed to have been given to Borrower as provided herein and the manner designated herein.

15. Uniform Deed of Trust, Governing Law, Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by juried-tion to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located in the event that any provision or clause of this Deed of Trust of the Note enflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust of the Note which with the property of the Property Assumption. It all or any part of the Property or an inter

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Non-Unitoria Mortesants. Borrower and Lender further covenant and agree as follows:

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Burrower's breach of any covenant or agreement of Burrower in this Beed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, lender prior to acceleration shall mail notice to Burrower as provided in paragraph 17 hereof, specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, nol less than 30 days from the date the notice is mailed to Burrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Burrower of the right to reinstate after acceleration and the right to bring a court action to assert the none-existence of a default of any other defense of Burrower fo acceleration and sale. If the breach is not cured on or before the date specified in the notice. Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to he soid, and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons greek did and the property by applicable law. Trustee shall enter the country o

the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property. Lender, in person, by agent or hy judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's tees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property secured by this Deed of Trust when evidenced by promissory notes straing that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property without warranty and without charge to the person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of th In Witness Whereof, Borrower has executed this Deed of Trust. STATE OF NEVADA, LINCOLN County ss: On this . 24 .th ........day of .. August ...... the undersigned, a notary public in and for the County and State aforesaid. GARRY L. SAYS INSER. .....known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that I he y executed the same freely and voluntarily and for the uses and purposes therein mentioned. In WITNESS WHEREOF, I have hereunto set my hand and affixed my official scal at my office in said county of .....CLARK.... ..... the day and year in this Certificate first above written. My commission expires พิศัยสุด (ชานา ลิ้ เมื่อสุดมาก ลิ Mary Public Not Array . 1. 1. 16 Back County of Clark ..... Clark ..... REQUEST FOR RECONVEYANCE The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. (Space Below This Line Reserved For Lender and Recorder) — <sub>№ 685</sub>96 FILED AND RECORDED AT REQUEST OF File Arm Fr . TITLE INS. CO. TITLE INS CO. OF M, NNESOTA NOV. 1, 1979 TITLE INS . EMINNESCTA P49 31, 1979 125 25 MAY 23 1980 ₁₁<u>.3</u>2 ... /2 P 33 MIN BOOK 37 OF OFFICIAL FECURDS, FAGE 366 LINCOIN P.M. 1827 31 100 100 100 303 COUNTY, NEVADA Karen Herndon