

Lincoln County

LIEN CONTRACT AND DEED OF TRUST WITH FEDERAL DISCLOSURE AND REQUIRE FOR SPECIAL NOTICE (Incorporating Federal Truth in Lending Disclosures)

3234957

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 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 the refund you are entitled to, if any, will be furnished to you upon request.

Seller: Kingston Inc., 2700 E. Sunset Road, Suite 7A-10, Las Vegas, Nevada

Lender Number: 0026416

Buyer: Lawrence L. Cheaney & Beverly J. Cheaney R/W 17 Daniel Lane, Alamo, Nevada

Person(s) called Buyer(s) hereby here and accept, subject to the terms and conditions herein presented, goods and services described as follows:

Table with columns: DESCRIPTION OF GOODS AND SERVICES (Describe in detail), PRICE. Row: Bidon & Pacia, TOTAL \$ 8250.00

Table with columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sale Price. Values: 15.98, \$ 8406.20, \$ 8335.00, \$ 16,741.20, \$ 16,741.20

Table with columns: Number of Payments, Amount of Payments, When Payments Are Due. Values: 120, \$ 139.51, 30 to 45 days after completion

Security: You are giving a security interest in the goods or property being purchased, and in the land located at 17 Daniel Lane, Alamo, Nevada. Assumption: Someone buying your home cannot assume the responsibility of the deed of trust on its original terms. Late Charge: If a payment is late, you will be charged 5% of the amount of the past due payment or \$5.00, whichever is less, but not less than \$2.00.

Table with columns: STATEMENT OF INSURANCE, TAXES IMPOSED, SALES TAX, OTHER TAXES, 1. CASH PRICE, 2. CASH DOWNPAYMENT, 3. UNPAID BALANCE OF CASH PRICE, 4. INSURANCE, 5. FEES AND CHARGES, 6. AMOUNT FINANCED, 7. FINANCE CHARGE, 8. ANNUAL PERCENTAGE RATE, 9. TOTAL OF PAYMENTS, 10. DEFERRED PAYMENT PRICE

TERMS AND CONDITIONS OF CONTRACT: A. PAYMENT: Buyer agrees to pay seller, his successors, heirs, and assigns hereafter called Beneficiary(s) of the Total of Payments in the manner specified in Item 9. B. SECURITY: As security for the payment of the Total of Payments, except any portion thereof to any goods sold hereunder which are not to be attached to the real property described below, and for the performance of Buyer's obligations hereunder, including mutual revision thereof and for the benefit of Beneficiary, Buyer, as Trustor, hereby grants to Union Mortgage Company, Inc., a Texas Corporation, as Trustee, in trust, with power of sale, all the following described real property in the County of City and County of LINCOLN

State of Nevada, to wit: COMPLETE LEGAL DESCRIPTION: Address: 17 Daniel Lane, Alamo, Nevada 89001. County: LINCOLN. Lot: 17. Leg: OF ALAMO SOUTH SUBDIVISION UNIT NO 1. Map Book: Page(s):

Table with columns: LIENHOLDER, ADDRESS, AMOUNT. Row: CitiCorp Mgr, St. Louis, Mo, \$36,918.00

This credit sale may also be secured under the Nevada Uniform Law. C. DELINQUENCY AND DEFAULT REMEDY: ACCELERATION: Buyer agrees to pay Beneficiary a delinquent charge on any installment by default for 10 days after it is due. If the delinquent charge is not paid within 10 days after it is due, the entire amount of the installment due and all interest thereon shall be immediately due and payable. D. TERMS AND CONDITIONS ON REVERSE: Buyer grants to any Beneficiary all other amounts as provided herein and agrees to all other terms and conditions of this contract, which includes these additional terms and conditions set forth on the reverse side hereof.

Buyer(s) acknowledge that prior to signing this contract he (they) received and read a legible, completely filled-in copy of this contract marked "Truth in Lending Copy" and that at signing, such copy was also signed by the party(ies). Buyer(s) further acknowledge receipt of two copies of this separate notice of right to cancel required by Federal Law, and a copy of this contract at the time of signing and that he has received a copy of every other document that is signed during the contract negotiations.

Riley Williams 0026416 Date of Contract October 5, 1989. Seller: KINGSTON INC. Buyer/Trustor: Lawrence L. Cheaney & Beverly J. Cheaney. Witness: [Signatures]

Lincoln County

OTHER TERMS AND CONDITIONS

Buyer agrees to pay Beneficiary full and complete amount of collection... 48 days after any default in making payments...

Buyer agrees to pay all expenses of recording... and to pay all out-of-pocket charges and fees affecting the security...

INCOMPATIBLE STATE ENCLOSURES The terms of this instrument... shall be subject to the Federal Truth and Lending Act...

1. Any commission, award, damage, right of action and proceeds... 2. There is of the essence of this agreement...

4. Failure of Buyer to pay any installment... shall constitute a default...

5. Not less than three (3) months after recording... the Trustee may give notice of sale...

6. The Beneficiary's power of any right of redemption... shall be subject to the terms...

7. The contract which includes these... shall be subject to the terms...

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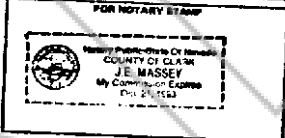
42. The contract which includes these... shall be subject to the terms...

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.

Some contracts are required by law to be licensed and regulated by the Contractor's State License Board.

STATE OF NEVADA, COUNTY OF CLARK

On 10-5-89 before me, the undersigned, a Notary Public in and for said State, personally appeared DEE VAN ISABELL known to me to be the person whose name is subscribed to the within instrument...



WITNESS my hand and official seal this 5th day of October, 1989.

Signature: J. E. Massey

ASSIGNMENT OF LIEN CONTRACT AND DEED OF TRUST

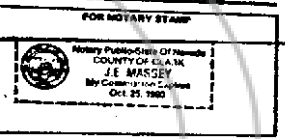
FOR VALUE RECEIVED, the undersigned does hereby sell, give, assign and transfer to Union Mortgage Company or its assigns hereinafter "Assignee" all of its right, title and interest...

Date: 11/15/89

Kingston Inc. Carl L. Escobedo, Secy/Treas

STATE OF NEVADA, COUNTY OF CLARK

On the 15th day of November, 1989, before me, the undersigned, a Notary Public in and for said County and State, residing in said State, personally appeared CARL L. ESCOBEDO known to me to be the person who executed on behalf of the assigned party...



WITNESS my hand and official seal this 15th day of November, 1989.

Signature: J. E. Massey

RETURN TO: UNION MORTGAGE CO. INC., P. O. BOX 51923, DALLAS, TEXAS 75251-6923

INDEX AS DEED OF TRUST AND REQUEST FOR SPECIAL NOTICE

Submitted For Recordation By and Return to

Office: Union Mortgage Company, Inc., 18910 Dallas Parkway, Suite 2320, Dallas, TX 75248

RECORDING INFORMATION: 92900, UNION MORTGAGE CO INC, 11/15/89, 88 PAGE 332