

N: 04-132-09.0an 11399778

DEED OF TRUST

This DEED OF TRUST is made this 6 day of SEPTEMBER 1990 among the Trustor(s) DONALD E. & DARLENE A. FIDLER, HUSBAND AND WIFE AS JOINT TENANTS. herein "Trustor") whose address is 27 DANIELLE ALAMO, NEVADA 89001 FIRST AMERICAN TITLE COMPANY, a Nevada corporation, herein "Trustee"), and the Beneficiary, D & C BUILDERS SUPPLY, INC. herein "Lender"), whose address is 6055 EAST EMERALD AVENUE. LAS VEGAS, NEVADA 89122

TRUSTOR in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power sale, the following described property located in the County of LINCOLN State of Nevada:

LOT 27 OF ALAMO SOUTH SUBDIVISION, TRACT NO. 1, UNIT NO. 1, AS SHOWN ON THAT CERTAIN FINAL PLAT FILED FOR RECORD IN THE OFFICE OF THE LINCOLN COUNTY RECORDER ON THE 13TH DAY OF JANUARY, 1977 IN BOOK A-1 OF PLATS, PAGE 124, ASSIGNED NO. 59020.

EXCEPTING AND RESERVING ALL MINES OF GOLD, SILVER, COPPER, LEAD, CINNABER, AND OTHER VALUABLE MINERALS WHICH MAY EXIST IN THE SAID TRACT AS RESERVED IN THE LAND PATENT RECORDED APRIL 9, 1927 IN BOOK C-1 OF DEEDS, PAGE 296, FILE NO. 3965, LINCOLN COUNTY RECORDS.

which has the address of 27 DANIELLE ALAMO Nevada, 89001 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this deed of Trust; and all of the foregoing with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". TO SECURE to Lender the repayment of the indebtedness evidenced by a retail installment contract or other obligation executed by TRUSTORS dated SEPTEMBER 6, 1990 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 8673.50 with Finance Charge thereon as set forth in the Note; with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 10, 1997 with 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 Trustor herein contained.

Trustor covenants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Trustor covenants that Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Trustor and Lender covenant and agree as follows:

- 1. Payment of Indebtedness. Trustor shall promptly pay when due the indebtedness evidenced by the Note.
2. Taxes, Assessments, and Charges. Trustor shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any.
3. Prior Mortgages and Deeds of Trust. Trustor shall perform all of Trustor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Trustor's covenants to make payments when due.
4. Hazard Insurance. Trustor shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included therein the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.
5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Trustor shall keep the Property in good repair and shall not commit waste or permit demolition, impairments, or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold.
6. Protection of Lender's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Trustor, may make such appearances, incur such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.
7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Trustor notice to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
8. 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 thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.
9. Trustor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this deed of Trust granted by Lender to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successors in interest.
10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights and remedies of Trustor shall be joint and several.
11. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located, except that if the Note specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and imposition or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note and such law can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.
12. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its sole legal law as of the date of this Deed of Trust.
13. Acceleration; Remedies. Except as provided in Paragraph 12 hereof, upon Trustor's breach of any covenant or agreement of Trustor in the Note or this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, 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 notice or 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 13, 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 be sold 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 to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. If the breach specified in the notice is not cured on or before the date specified in the notice, and after the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence, (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto. If the Property is sold pursuant to this Paragraph 13, Trustee, or any person holding possession of the Property through Trustee, shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Trustee or such person shall be a tenant at will of such purchaser, shall be removable by process such as forcible and unlawful detainer, and hereby agrees to pay such purchaser the reasonable rental value of the Property after sale.

14. Lender's Right to Allow Trustor to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Trustor's breach, Lender may, in Lender's total discretion, discontinue any proceedings begun by Lender to enforce this Deed of Trust at any time prior to the sale of the Property pursuant to the power of sale contained in this Deed of Trust or entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Lender all sums which would then be due under this Deed of Trust and the Note had no acceleration occurred; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust; and (d) Trustor takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The rights granted in this Paragraph 14 shall in no way be construed as allowing Trustor to reinstate at Trustor's will, if being understood that such reinstatement is totally within the discretion of Lender.

15. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under Paragraph 13 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 13 hereof or abandonment of the Property, Lender, in person, by agent or by 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 the Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. The Lender and the receiver shall be liable to account only for those rents actually received.

16. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Trustor. Trustor shall pay all costs of recordation, if any.

17. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

18. Waiver of Homestead, Redemption, Spousal Rights and Other Exemptions. Trustor waives all right of homestead exemption in and equitable and statutory redemption of the Property and Trustor hereby relinquishes all right of dower, curtesy and statutory or elective rights in the Property. To the extent permitted by law, Trustor hereby waives and transfers to Lender any other exemption rights permitted under applicable state or federal law with respect to the Property.

19. Assumption Fee. If all or any part of the Property or any interest in it is sold or transferred with or without Lender's prior written consent, and whether or not Lender requires immediate payment in full of all sums secured by this Deed of Trust after such sale or transfer as provided in Paragraph 12, Trustor shall pay or cause to be paid to Lender an assumption fee of \$ NOT ASSUMABLE.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Trustor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Assignee, AMERICAN GENERAL FINANCE OF AMERICA, INC., a Delaware corporation, c/o the office address of the registered agent of Assignee on file with the Nevada Secretary of State, Corporation Division, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first above-written.

Witness lines with signatures of Donald E. Fidler and Darlene A. Fidler, both Trustees.

STATE OF NEVADA, LINCOLN County ss: On SEPTEMBER 6, 1990 personally appeared before me, a notary public TRESA WINKLER who acknowledged that DONALD E. AND DARLENE A. FIDLER executed the above instrument.

My commission expires: [Notary Seal] NOTARY PUBLIC STATE OF NEVADA County of Clark TRESA WINKLER My Appointment Expires November 8, 1990. County of CLARK State of Nevada.

PLEASE RECORD ASSIGNMENT For value received, the undersigned does hereby grant, assign, and transfer unto AMERICAN GENERAL FINANCE OF AMERICA, INC. all of its right, title and interest in and to the foregoing Deed of Trust together with the obligation secured thereby and all money due or to become due thereon and all rights accrued under said Deed of Trust and obligation.

Lender: D & C BUILDERS SUPPLY, INC. [Signature of Tresa Winkler]

ACKNOWLEDGEMENT State of NEVADA County of CLARK ss. On this 6 day of SEPTEMBER, 19 90 for CLARK county, known to me to be the person described in and who executed the foregoing instrument, who in witness whereof I have hereunto set my hand and affixed my official seal at my office in the county of CLARK the day and year in this certificate first above written.

NOTARY PUBLIC STATE OF NEVADA County of Clark TRESA WINKLER My commission expires [Notary Seal] of CLARK State of NEVADA.

REQUEST FOR RECONVEYANCE TO TRUSTEE: 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.

Date: AMERICAN GENERAL FINANCE OF AMERICA, INC. By: (Space Below This Line Reserved For Lender and Recorder)

COPY

095182

FILE: A RECORDED BY: ST
First American Title

10 October 1990

P 92 OFF

REC: 354 LINCOLN

CO. N.Y. CANADA

FRANK C. HUDSE COUNTY REC: