LHG# 2070 543

12090012-5

VA Form 26-6226 (Name Leen) Rev SEP 1983 Use Optional, Section 1810, Title 28, U.S.C. Acceptable to Federal National Mortgage Association.

NEVADA

ST-9021-0655-MS

THIS DEED OF TRUST, made this 28 th day of January 19 99 Between JUDY J. DOJAQUEZ, AN UNMARRIED WOMAN whose address is 860 A STREET CALIENTE, NEVADA 890 (Street and number) (Street) STEWART TITLE	$\langle \cdot \rangle$
BETWEEN JUDY J. DOJAQUEZ, AN UNMARRIED WOMAN ### AN TRUSTOR ### CALIENTE, NEVADA 896 (Street and number) (City) STEWART TITLE	$\langle \cdot \rangle$
whose address is 860 A STREET CALIENTE, NEVADA 890 (Street and number) (City) STEWART TITLE	`\ \
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MORTGAGE AMERICA	1
A Nevada Corporation	Principles of the Parks
WITNESSETH: That Truster irresponding Change Thanks The Mannesser and Change The Mannesser and C	
I INCOLN	,
SALE, the property in LINCOLN County, Nevada, described as:	
THE WEST HALF OF LOT 11 IN BLOCK "B" OF CULVERWELL WEST END ADDITION THE CITY OF CALIENTE, NEVADA. ALSO A STRIP OF LAND 30 FEET IN WIDTH, RUNNING LENGTHWISE ALONG THE EAST SIDE OF LOT 10 IN BLOCK "B" OF THE WEST END ADDITION TO THE CITY OF CALIENTE, NEVADA. ALSO KNOWN AS: 860 A STREET CALIENTE, NEVADA 89008	10
DEED OF TRUST (MORTGAGE) IS	~ - ग ीक
THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE WITHOUT	
THE PREST OF TRANSFER OF SAID ADDED TO SEPTEMBLE SECURED HERES TO SAS ON WILL BE CHARGED TO SAS ON WILL BE CHARGED	
TOGERHER WITH the improvements thereon and the hereditaments and appurtenances thereunto belonging, and the rents, issue and profits thereof. SUBJECT, HOWEVER, to the right, power, and authority hereinsfter given to and conferred upon Bendeliary to collect and apply such rents, issues, and profits; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following-described household appliences, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:	t, in in
Pos the Purpose of Securing Performance of each agreement of Trustor herein contained and payment of the sum (44315.00) with interest thereon according to the terms of a promissory note, dated January 28 1991 payable to Beneficiary or order and made by Trustor.	
1. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier. 2. Trustor agrees to pay to Beneficiary as trusted (under the terms of this trust as hereinafter stated) in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said not sfully paid, the following sums:	ie ie
is fully paid, the following sums: (a) An installment c' the ground rents, if any, and of the taxes and special accomments build as to be designed as the first day of each month until said not	ie ie
(a) An installment c' the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered t. this Deed of Trust; and an installment of the premium or premiums that will become due an payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be deliver promptly to Beneficiary in amounts and in a company or companies satisfactory to Beneficiary; Trustor agreeing to twelfth (th) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxe and assessments next due (as estimated by Beneficiary, and of which Trustor is notified) less all installments alread paid therefor, divided by the number of months that are to elapse before one month prior to the date when such prements in trust to pay such ground rents, premium or premiums, and taxes and special assessments before the sam become delinquent.	>4 :0 :0 :- :3 y :- :4
(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby shall be paid in a single payment each month, to be applied to the following items in the order stated: (1) ground rents, taxes, special assessments, fire and other hazard insurance premiums; (II) interest on the note secured hereby;	ħ.
(III) amortization of the principal of said note. Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Deed of Trust.	
3. If the total of the payments made under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary as trustee for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess be made by Trustor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Trustor shall pay to Beneficiary as trustee any amount necessary to make up the defixer given by mail. If at any time Trustor shall tender to Beneficiary as trustee any amount necessary to make up the defixer given by mail. If at any time Trustor shall tender to Beneficiary is accordance with the provisions hereof, full payment of account of Trustor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default in if the Beneficiary acquires the property otherwise after default, Beneficiary as trustee shall apply, at the time of the comencement of such proceedings, or at the time the property is otherwise acquired, the amount the remaining to credit of hen remaining unpaid on said note.	y a a a c c c c c c c c c c c c c c c c

94 page 334

4. At Beneficiary's option, Trustor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

To Protect the Security of This Deed of Trust, Trustor Agreem:

To protect and preserve said property and to maintain it in good condition and repair.

6. Not to remove or demolish any huflding or improvement thereon.

- 7. To complete or restore promptly and in good and work-manlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:
 - (a) to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

 (b) to allow Beneficiary to inspect said property at all times during construction.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

8. Not to commit or permit waste of said property.

9. To comply with all laws, ordinances, regulations, cove-nants, conditions, and restrictions affecting said property.

- nants, conditions, and restrictions affecting said property.

 10. 10 provide and maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretofore been made under (a) of paragraph 2 hereof, to pay promptly when due any premiums therefor; and to deliver all premiums therefor; and to deliver all premiums therefor; and to deliver all profices to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums.
- 11. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and actorney's fees in a reasonable sum incurred by Beneficiary or Trustee.
- Henenciary or 1 rustee.

 12. To pay at least 10 days before delinquency all assessments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereby to pay all reasonable costs, fees, and expenses of this Trust.
- pay all reasonable costs, fees, and expenses of this Trust.

 13. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the accurity hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the accurity hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which reasonably appears to be prior or superior hereto; and in exercising any such powers, incur any hability, expend whatever amounts are reasonably necessary therefor, including cost of evidence of title, and reasonable counsel fees.

 14. To pay within 30 days after demand all sums properly avended.

able counsel fees.

14. To pay within 30 days after demand all sums properly expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate provided for in the principal indebtedness, and the repayment thereof shall be secured hereby.

15. Trustor agrees to do all acts and make all payments required of Trustor and of the owner of the property to make said nots and this Deed elimble for cuaranty or insurance under the provisions of Chanter.

Pressive and or the owner of the property to make said note and this Deed eligible for guaranty or insurance under the provisions of Chapter 37, Title 38, United States Code, and agrees not to do, or cause or suffer to be done, any act which will void such guaranty or insurance during the existence of this Deed.

IT IS MUTUALLY AGREED THAT: IT IS MUTUALLY AGREED THAT:

16. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromuse or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after deducting therefrom all its expenses, including reasonable attorney's fees, apply any moneys so received by it, at its option, either to the restoration of the damaged premises or to the reduction of the indebtedness. Trustor agrees to execute such further assignments of any compensation, award, damage, and rights of action

reduction of the indebtedness. Trustor agrees to execute such further assignments of any compensition, award, damage, and rights of action and proceeds as Beneficiary or Trustee may require.

17. That upon the request of the Beneficiary the Trustor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of axid premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be accured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear and as tury as it the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Falling to agree on

the maturity, the whole of the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

18. 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 of all other sums to secured or to declare default for failure so to pay.

10. Insure so to pay.
19. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

of the indebtedness of any part increal secured hereby.

20. Should proceedings be instituted to register title of taid property under any Land Title Law. Trustor will pay upon demand all sums expended by Trustee or Beneficiary, including reasonable attorney's fees, and forthwith deliver to Beneficiary all evidence of

title.

21. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtecness. Trustee may (a) consent to the making of any map or plat of and property; (b) join in granting any easternest or creating any restriction thereon; (c) join in any subordination or other agreement effecting this Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property.

The grantee in any reconveyance may be described as it.

The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall not exceed \$10.

- the trutnfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall not exceed \$10.

 22. Trustor hereby absolutely and irrevocably assigns to Beneficiary during the continuance of these trusts, all rents. Issues, royalties, and profits of the property affected by this Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and pavable, save and excepting rents, issues, royalties, and profits arising or accruing by reason of any oil, gas, or mineral lease of said property If Trustor shall default as aforesaid Trustor's right to collect any of such moneys shall case and Beneficiary shall have the right, without taking possession of the property affected hereby, to ollect all rents, royalties, issues, snad profits. Failure or discontinuance of Beneficiary at any time, or from time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed to any such tenancy, lease or option, 23. Upon any default by Trustor berevnder.
- 23. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name, sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's feet, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

 24. The entering whom and taking reasonable of each present
- 24. The entering upon and taking possession of said property, the entering upon and taking possession of said profest, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation of awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any set done pursuant to such notice.
- 25. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default. If Beneficiary desires said property to be sold, it shall deposit with Trustee this Deed of Trust and all promissory notes and documents evidencing expenditures secured hereby, shall deliver to Trustee a written notice of default and of election to cause the property to be sold, in the form required by law, which shall be duly filed for record by Trustee or Beneficiary.
- Trustee or Beneficiary.

 28. (a) After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of saie having been given as then required by law, and notice of saie having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of saie, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of saie. Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. That in the event of a saic of the premises conveyed or transferred in trust, or any part thereof, and the execution of a deed or deeds therefor under such trust, the recital therein of default and of recording notice of breach and election of sale, and of the elapsing of

the 3-month period, and of the giving of notice of sale, and of a demand by beneficiary, his/her heirs or assigns, that such sale should be made, shall be conclusive proof of such default, recording, election, elapsing of time, and of the due giving of such notice, and that the sale was regularly and validly made on due and proper demand by beneficiary, his/her heirs and assigns; and any such deed or deeds with such recitals therein shall be effectual and conclusive against trustor, such recreas increan snar or executar and concusive against trustor, his/her hears and assigns, and all other persons; and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser purchaser an arcesam snan or sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid. To the extent not inconsistent with the above, Covenant No. 8 of NRS Section 107.30 is hereby adopted. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

- (b) When Trustee sells pursuant to the powers herein, Trustee shall apply the proceeds of sale to payment of the expenses of such sale, together with the reasonable expenses of this Trust, including therein reasonable Trustee's fees; and then to the items in subparagraph (c) in the order there stated.
- (c) After paying the items specified in subparagraphs (b) if the sale is by Trustee, or the proper court costs if sale (b) if the sale is by Trustee, or the proper court costs if sale is pursuant to judicial foreclosure, the proceeds of sale shall be applied in the order stated to the payment of:
 (1) Cost of any evidence of title procured in connection with such sale and of any revenue stamps;
 (2) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided for in the principal indebtedness;
 (3) all other sums then secured hereby;
 (4) reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and
 (5) the remainder, if any, to the person or persons legally entitled thereto.

- 27. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the Beneficiary, and recorded in the other of the country of Countes wherein said property is situated, shall be conclusive proof of the proper substitution of such successor to the trustee, who shall have all the estate, powers, duties successors to the trustee, who shall have all the estate, powers, duties and trosts in the premises vested in or conferred on the original Trustee, if there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his/her acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
- 28. (a) The waiver by Trustee or Beneficiary of any default of Trustor under this Deed of Trust shall not be or be deemed to be a waiver of any other or similar defaults subsequently occurring.

County of Clark Mary Kimu Stoner

My Appainment Expres Not 7, 1992

- (b) The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed is hereby waived, to the full extent permissible by law.
- 29. (a) In addition to any of the powers or remedies conferred upon the Trustee and the Beneficiary or either of them under this instrument, the Trustee and Beneficiary jointly, or either, may bring an action in the proper court for the foreclosure of this instrument as a mortgage, upon default, and upon proper proof obtain all the remedies in such action that are given by any statute or other law of the State of Nevada.
- (b) No power or remedy herein conferred is exclusive of, or shall prejudice any other power or remedy of Trustee or Beneficiary.
- (c) The exercise of any power or remedy on one or more occasions shall not exclude the future exercise thereof from time to time upon the conditions prescribed herein or by oper-ation of law.
- 30. If a final decree in favor of plaintiff is entered in a suit brought to forcelose this Deed of Trust, it may include a reasonable attorney fee as provided in the note secured hereby, but not in excess of the amount actually paid or unconditionally incurred by the proper plaintiffs.
- 31. This Deed shall inter to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties nereto. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees of the indebtedness secured hereby, whether or not named as Beneficiary herein, and whether by operation of law or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 32. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending asle under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.
- 33. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to
- 34. This Deed shall be construed according to the laws of the State of Nevada.
- 35. Copy of any notice of default and of any notice of sale hereunder shall be mailed to Trustor at the address herein-before set forth.
- 36. This deed of trust is given to secure the

	"•]	of the purchase price of the property described herein.
	\ \	Out of Signature of Trustor
	\ \	Judy J. Dojáquez
	(Copylet will copy)	Indexed as Trust Dund and Assignment of Rents
STATE OF NE	VADA)	
COUNTY OF	Clark) m.	
On this 29th	h day of January	19 91, before me, the undersigned, a Notary Public in and for mid County
JUDY J. D		
·		
known to me that She	to be the person described executed the same freely and volu	in and who executed the foregoing instrument, who acknowledged to me intarily and for the uses and purposes therein mentioned.
		and for the uses and purposes therein mentioned.
/19·01	NOTATY PUBLIC	NOTARY JUBLIC in and for said Country and State
	STATE OF NEVADA	NOTARY JUBLIC in and for said County and State

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12090012-5

CASE NO: 2070 543

DEED OF TRUST ASSUMPTION RIDER

This Mortgage Assumption Rider is made this 28th day of JAnuary , 1991 and is incorporated into and shall be deemed to amend the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Trustor") to secure Trustor's Note to:

MORTGAGE AMERICA, A NEVADA CORPORATION

- This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 1817A of Chapter 37, Title 38, United States Code.
- 2. A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferce thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b).
- 3. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the credit worthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans Administration for a loan to which Section 1817A of Chapter 37, Title 38, United State Code applies.
- 4. If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF Trustor has executed this Mortgage Assumption Rider.

Signature of Trustor

Audy O Wyllfung

Judy/J./Dojaquez

State of Nevada
County of Clark

55.

On this 29th day of January 19,91 , personally appeared before me, the undersigned, a notary public in and for the county and State aforesaid,

known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to be that she 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 seal at my office in said county of the day and year in the Certificated first above written.

NOTARY PUBLIC

COUNTY Clark

, STATE OF NEVADA

My Commission expires:

NOTARY PUBLIC STATE OF LICYADA County of Clark Mary Kinn Jioner

Mary Kimu Stoner Courses 10 7, 1992 TOK 94 PAGE 337

12090012-5

LHG# 2070 543

EXHIBIT A"

"THE MORTGACOR FURTHER AGREES THAT SHOULD THIS MORTGACE AND THE NOTE SECURED HEREBY NOT BE ELIGIBLE FOR GUARANTEE UNDER THE SERVICEMEN'S READJUSTMENT ACT OF 1944 AS AMENDED WITHIN 90 DAYS FROM THE DATE HEREOF (WRITTEN STATEMENT OF ANY OFFICER OF THE VETERANS ADMINISTRATION OR AUTHORIZED AGENT OF THE ADMINISTRATION OF VETERANS AFFAIRS DATED SUBSEQUENT TO THE 90 DAYS TIME FROM THE DATE OF THIS MORTGAGE, DECLINING TO GUARANTEE SAID NOTE AND THIS MORTGAGE, BEING DEEMED CONCLUSIVE PROOF OF SUCH INELIGIBILITY), THE MORTGAGEE OR THE HOLDER OF THE NOTE MAY AT ITS OPTION DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE."

BORROWER DATE

J- 29-91

DATE

DATE

095792

No.

FILE A RIGGOED ST OF

Dominick Belingheri

January 31, 1991

AT 45.

B 94 OFFICE

SEC 334 UNCOIN
CO NT, NEVADA

YURIKO SETZER

Shonds Sheh. Deputy

94 PAGE 338