



The CIT Group  
Sales Financing

After recording, return to:

The CIT Group/Sales Financing, Inc.  
P.O. Box 24610  
Oklahoma City, OK 73124

**DEED OF TRUST AND ASSIGNMENT OF BENEFICIARY'S INTEREST**

NAMES AND ADDRESSES OF TRUSTOR(S):  Gary A. Wood and Charlotte S. Wood P.O. Box 478 Alamo, NY 89001		BENEFICIARY: Hillside Mobile Home Park and Sales 1150 N. Main Cedar City, UT 84720	
		TRUSTEE: First American Title Company 363 Erie Main Street Tonopah, NV 89049	
TRANSACTION A NON PURCHASE MORTGAGE	DATE OF TRANSACTION 4/2/91	DATE FINAL PAYMENT DUE 3/26/2011	AMOUNT FINANCED \$ 54400.30

THE WORDS "I," "ME" and "MY" REFER TO ALL TRUSTORS INDEBTED ON THE SECURITY AGREEMENT SECURED BY THIS DEED OF TRUST. THE WORDS "YOU" AND "YOUR" REFER TO BENEFICIARY OR ASSIGNS.

To secure payment according to the terms of a Security Agreement which I signed today (a copy of which is attached hereto and which is incorporated herein) and to secure all my other and future obligations to you unless prohibited by applicable law, each of the undersigned grants, bargains, sells and conveys to the Trustee named above, in trust, with power of sale, the real estate described below and all present and future improvements on the real estate, which is located in Nevada, County of LINCOLN

SEE ATTACHED EXHIBIT A

AND A MOBILE HOME DESCRIBED AS FOLLOWS: 1991 Fleetwood Model: Stoneridge 28X64  
Serial No. IDFL04A13301SR

**PROMISE TO PAY**

I will pay all obligations secured by this Deed of Trust according to their terms and, if I do, then this Deed of Trust will be null and void.

**TAXES—LIENS—INSURANCE**

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate, whether superior or inferior to the lien of this Deed of Trust, and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or other charge, or purchase such insurance in your own name, if I fail to do so. The out-of-pocket amount you pay will be due and payable to you on demand, will bear interest at the rate of charge set forth in the Security Agreement secured by this Deed of Trust, will be an additional lien on the real estate and may be enforced and collected in the same manner as any other obligation under this Deed of Trust.

**DEFAULT**

If I default in paying any part of the obligation secured by this Deed of Trust or if I default in any other way, all my obligations to you, together with accrued and unpaid Finance Charge, will become due, if you desire, upon delivery to the Trustee of a written notice setting forth the nature of my default and of your election to cause the property to be sold under this Deed of Trust. In that event, the Trustee will sell the property in accordance with Nevada law. The proceeds of the sale will be applied first to the payment of any expenses set forth in the Security Agreement secured by this Deed of Trust, and second to my unpaid obligation. At your option, this deed of trust may be judicially foreclosed as a mortgage, in which case I agree to pay your court costs and reasonable outside attorney's fees determined by the court incurred upon foreclosure. In either event, if any money is left over after you have applied the proceeds to my obligation, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance as determined under Nevada law. You shall have remedies available in law or in equity.

**APPOINTMENT OF TRUSTEE**

I agree that you may, with or without cause, substitute and appoint a Trustee in place of the Trustee named above by recording an instrument whenever this Deed of Trust is recorded and providing the notice required by applicable law.

**EXTENSIONS AND MODIFICATIONS**

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this Deed of Trust will affect any other obligations under this Deed of Trust. Time is of the essence of this Deed of Trust.

**WAIVER OF EXEMPTIONS**

Each of the undersigned waives, to the extent allowed by applicable law, all marital rights, homestead exemption and all other exemptions relating to the above real estate.

Each of the undersigned requests that a copy of any notice of Trustee's sale under this Deed of Trust be mailed to him or her at Trustor's address(es) set forth above.

Date: 4-2-91

Gary A Wood (Seal)  
Charlotte S. Wood (Seal)

STATE OF NEVADA  
COUNTY OF \_\_\_\_\_ } ss:

Before me this 2<sup>nd</sup> day of April, 1991, personally appeared Gary A. Wood and Charlotte S. Wood

who acknowledged that they executed the above instrument freely and voluntarily

and for the uses and purposes therein mentioned.

Gary A. Wood and Charlotte S. Wood

My commission expires 4-23-91

[Signature]  
Notary Public

Lincoln County

**BENEFICIARY'S ASSIGNMENT**

The Beneficiary of this Deed of Trust hereby assigns to The CIT Group/Sales Financing, Inc., having the address of 1575 W. University  
Tempe, Arizona 85281

the within Deed of Trust and all right, title and interest of the Beneficiary therein. This Assignment shall bind and benefit the respective heirs, executors, administrators, successors and representatives of the parties hereto.

Beneficiary: Hillside Mobile Home Park and Sales

By: [Signature]  
(Type or Print)  
(Signature)

Date: 4-2-91

STATE OF NEVADA }  
COUNTY OF \_\_\_\_\_ } ss:

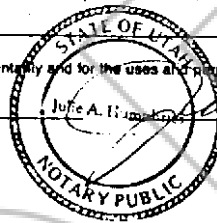
Before me this 2<sup>nd</sup> day of April, 19 91 personally appeared Heidel Kirchmaier  
OWNER OF HILLSIDE MOBILE HOME PARK AND SALES

(if by officer of corporation, then insert name of officer and title, name of corporation and state where incorporated), on behalf of the corporation (if applicable),

who acknowledged that HE

executed the above Beneficiary's Assignment freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires 1-4-92



[Signature]  
Notary Public



*Dot*

EXHIBIT A

All that real property situate in the County of Lincoln, State of Nevada, described as follows:

PARCEL 1

All that portion of Lot No. 2 in Block No. 57 of the Town of Alamo, beginning at the Southwest corner of said Lot No. 2 and running thence Northerly on Lot line 85 feet, thence at a right angle Easterly 123.75 feet, thence at a right angle Southerly 85 feet to Lot and fence line, thence Westerly on Lot line 123.75 feet to the place of beginning, as said Lot and Block are delineated on the official plat of said Alamo Townsite now on file in the office of the County Recorder of said Lincoln County; together with all improvements thereon, including four room house with floor coverings, window shades and coal range; also all water and water rights appurtenant thereto and now fixed as one-half acre share.

PARCEL 2

Beginning at the Northeast corner of Lot Numbered Two (2), in Block Numbered Fifty-seven (57), thence South 147.0' to point of Beginning. Thence South, 100.50', Thence West 123.75', Thence North, 100.50', Thence East 123.75 to point of Beginning.

Lincoln County

AGREEMENT

Customer's Name(s) and Address:  
 Gary A. Wood and Charlotte S. Wood  
 PO Box 478  
 Alamo, NY 69001

Seller Name and Address:  
 Hillside Mobile Home Park and Sales  
 1150 N. Main  
 Cedar City, UT 84720

The words "I," "me" and "my" refer to the Customer and Co-Customer signing this contract jointly and severally. The words "you" and "your" refer to the Seller (or Holder if this contract is assigned).

I have today bought and received in satisfactory condition the commodity described below, including attachments, equipment, accessories and related services referred to collectively in this contract as "commodity", under the terms and provisions on the face and back of this contract.

Commodity and Equipment (Describe)

New or Used	Year and Make	Series, Make or Trade Name (Also Mo. if applicable)	Description	Identification No. (Serial or Motor No.)	State Registration No.
NEW	1991	FLEETWOOD STONERIDGE	28X64 MOBILE HOME	IDFL104A133015R IDFL104B133015R	

Air Cond./Serial No. 109231121  
 Washer/Serial No.  
 Other (Describe)  
 Range/Serial No.  
 Dryer/Serial No.  
 Refrigerator/Serial No.  
 Awnings  
 Shaving  
 Furniture

Description of Real Estate taken as security (including street address):  
 County: \_\_\_\_\_ State: \_\_\_\_\_  
 City: Alamo  
 County: Lincoln State: Nevada

SEE EXHIBIT A ATTACHED

**ANNUAL PERCENTAGE RATE** 11.50% = The cost of my credit as a yearly rate  
**FINANCE CHARGE** \$ 84833.30 = The dollar amount the credit will cost me  
 Amount Financed \$ 54400.30 = The amount of credit provided to me or on my behalf  
 Total of Payments \$ 139233.60 = The amount I will have paid after I have made all payments as scheduled  
 Total Sale Price \$ 134023.60 = The total cost of my purchase on credit, including my downpayment of \$ 1000.00 and land in lieu

My payment schedule will be	Number of Payments	Amount of Payments	When Payments Are Due
	240	\$580.14	MONTHLY BEGINNING 4-26-91

**SECURITY** - I am giving you a security interest in the commodity purchased in this transaction, as well as the proceeds thereof and accessions thereto, and the proceeds of insurance and return insurance premiums.  
 If the box is checked I am also giving you a mortgage or deed of trust in the real estate described in the contract.

**LATE CHARGE** - If a payment is more than 10 days late, I will pay you 5% of the late amount or \$15.00, whichever is greater.

**PREPAYMENT** - If I pay off early, I may be entitled to a refund of part of the finance charge.

**ASSUMPTION** - Someone buying my commodity may, subject to conditions, be allowed to assume the remainder of the contract on the original terms.

See the contract document for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

**Itemization of Amount Financed**

1. Cash Price	\$ 52800.00	
Cash Downpayment	\$ 1000.00	
Trade-in (Yr., Make, Model)	N/A	and land in lieu
a. Gross	\$ 0.00	
b. Less Owing	\$ 0.00	
Paid To	N/A	
c. Net Trade-in	\$ 0.00	
2. Total Downpayment	\$ 1000.00	
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 51800.00	
4. Other Charges		
a. Official Fees (Security)	\$ 0.00	
b. Taxes (Not included in Cash Price)	\$ 1900.80	Paid to Public Officials
c. License Fees	\$ 0.00	
Cost of Title Fees	\$ 0.00	(Total)
Regist. Fees	\$ 0.00	
d. Ins. on the Commodity	\$ 0.00	
e. Personal Liability Ins.	\$ 0.00	
f. Credit Life Insurance	\$ 0.00	
g. Credit Accident & Health Ins.	\$ 0.00	
h. Appraisal Fee	\$ 500.00	to Alameda
i. Title Exam Fee	\$ 0.00	to N/A
j. Title Ins. Premium	\$ 199.50	to First Amer
Total Other Charges (a thru j)	\$ 2600.30	
5. Amount Financed (3 + 4)	\$ 54400.30	

I will pay you the above Total of Payments in accordance with the payment schedule set forth above.

Date you start charging finance charge, if not the same as the date of this contract, is \_\_\_\_\_ (If a date is filled in, it means that I have not yet received the commodity, but expect to receive it by that date).

**Insurance Coverages**

No Coverages Included Except as Shown Below and Under Item 4 at Left.

<input type="checkbox"/> Manufactured Housing, Recreational Vehicle and Automobile <input type="checkbox"/> \$ _____ Deductible <input type="checkbox"/> Comprehensive <input type="checkbox"/> \$ _____ Deductible Collision <input type="checkbox"/> Fire and Theft <input type="checkbox"/> Combined Additional Coverage <input type="checkbox"/> Personal Effects Protection (except Automobiles) <input type="checkbox"/> Single Interest Property Insurance covering Holder's interest only, subject to policy terms. <input type="checkbox"/> Other Insurance (Describe)	<input type="checkbox"/> Manufactured Housing Only <input type="checkbox"/> Natural Disaster Protection <input type="checkbox"/> Comprehensive Personal Liability Insurance <input type="checkbox"/> Limit of Liability - Each Occurrence <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$ _____ <input type="checkbox"/> Recreational Vehicle and Automobile Only <input type="checkbox"/> Towing and Labor Costs <input type="checkbox"/> Bodily Injury and Property Damage Liability <input type="checkbox"/> Limit of Liability - Each Occurrence <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$ _____
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For term of \_\_\_\_\_ months from the date hereof, Customer may choose to obtain the insurance described above through an existing policy owned or controlled by the customer or through a policy to be obtained and paid for by the customer.

Total Premium for insurance coverages described above if obtained from or through Seller \$ \_\_\_\_\_

**Terms and Conditions:**  
 Default - If a payment is more than 10 days late, I will be charged a late charge equal to 5% of the unpaid amount of the payment or \$15, whichever is greater. If you accept late payments or partial payments, that does not mean you will accept other late or partial payments. If I do not make any of my scheduled payments, or if I do not comply with any other requirements of this contract, or if bankruptcy or insolvency proceedings are brought by or against me, the full amount I owe after deducting as a credit any charges which you have not yet earned, will become due, if you desire, without your advising me. The charges which you have not yet earned will be computed according to applicable law, but in any event will not be less than the refund that would be given if I prepaid this contract (continued on the other side)

No warranties, express or implied, representations, promises or statements as to the condition, fitness or merchantability of the commodity have been made by you unless covered by a separate statement delivered to me. A statement as to your model is for identification only. No changes may be made in the requirements of this paragraph unless in writing and signed by you and me. If any part of this paragraph is not permitted by law, that part will be ineffective, but the remainder of the paragraph will remain in force.

**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. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This contract is accepted by the Seller and is assigned by the Seller under the terms of the assignment on the reverse.  
 Hillside Mobile Home Park and Sales  
 By: \_\_\_\_\_ Date: 4-2-91

**Credit Insurance Election**  
 Credit insurance is not required by Seller. The undersigned (check applicable boxes):

Request(s) Credit Life Insurance on the life of the Customer who first signs below, the cost of which is shown in item 4i at left for the term of \_\_\_\_\_ months.

Request(s) Joint Credit Life Insurance on the lives of both Customers, the cost of which is shown in item 4i at left for the term of \_\_\_\_\_ months.

Request(s) Credit Accident and Health Insurance on the Customer who first signs below, the cost of which is shown in item 4g at left, for the term of \_\_\_\_\_ months.

Do not want any Credit Insurance.

Signature of Customer: Gary A. Wood Date: 4-2-91  
 Signature of Co-Customer: Charlotte S. Wood Date: 4-2-91

Unless a Premium for Liability Insurance is Disclosed Above, **INSURANCE COVERAGES ABOVE DO NOT INSURE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.** If insurance on the commodity is not included herein, I will purchase a copy of policy, with long term loss payee clause, purchased from \_\_\_\_\_

Agent's Name and Address:  
 Name of Insurance Company:  
 (Contract continued on the other side)  
 I acknowledge receipt of a true copy of this contract which was completely filled in prior to my signing it.  
 Customer: Gary A. Wood  
 Co-Customer: Charlotte S. Wood  
 Because the Seller has agreed to sell the commodity described above to the Customer, I agree to give the Seller a security interest in the commodity. I am not obligated to pay by signing below.

619  
 PCS  
 96  
 619

Lincoln County

Terms and Conditions (Continued)

If I default and you refer this contract to an attorney for collection, I agree to pay your reasonable outside attorney's fees...

Refund for Prepayment - At any time, I have the right to pay this contract in full or to pay more than my schedule requires...

Security Interest - You are granted a security interest under the Uniform Commercial Code in the commodity and all proceeds thereof...

If disclosed on the face of this contract, I have also given a mortgage or deed of trust in the real estate described on the face of this contract...

You agree to waive and disclaim any security interest in the real estate described on the face of this contract which may be created in your favor by operation of law in connection with this transaction...

Other Terms and Conditions

I had a choice of paying either the Cash Price or the Total Sale Price and chose the latter. I agree to keep the commodity free from all liens...

legally. You are entitled to any proceeds from the sale of the commodity, but this right does not waive any rights you have in the commodity and does not prevent me to sell or transfer the commodity...

As used in this contract, a consumer credit sale means a sale of goods, services, or both to an individual primarily for personal, family, or household purposes. If this sale is other than a consumer credit sale, I agree to waive all claims, set-offs and defenses against Seller...

If you assign this contract to someone else, I understand that you will not act for the other party to receive payments or for any other purposes. No agreement, representation or warranty is binding on you unless included in this contract...

I understand that I am responsible for any damage to the commodity, and I agree to buy insurance for the term of the contract covering the commodity against all damage. In addition, if I have given you a mortgage or deed of trust in my real estate, I will buy insurance in a form and amount satisfactory to you covering the real estate against risks of loss or damage for the duration of this contract...

If this is a credit sale of a used motorized vehicle, other than a motorcycle, with a gross vehicle weight rating (GVWR) of less than 6,500 lbs., a curb weight of less than 8,000 lbs., and a frontal area of less than 48 sq. ft., then the following statements about the window form apply to this contract.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Except as pre-empted by federal law, this contract will be governed in all respects by the laws of the State of Utah.

(See other side for signature)

Guaranty

The words "I" and "my" refer to all Guarantors signing this guaranty. The words "you" and "your" refer to Holder of this contract. The word "Customer" includes "Co-Customer".

I guarantee payment to you of each installment when due under the contract and payment of the unpaid balance upon demand and all other obligations of Customer. If Customer defaults, without first requiring that you proceed against the Customer, I will ensure enforceability of the Customer's obligations or security. I represent to you that this contract is genuine, legally valid and enforceable and waive notice of its acceptance and any defaults thereunder. I agree that you may, without affecting my liability, compromise or release any rights against and grant delinquency of payment to Customer. My signature on this Guaranty means that I am equally responsible with all other Guarantors signing this Guaranty for the performance of all of its terms. If I default under this Guaranty and you refer this Guaranty to an attorney for collection, I will pay reasonable outside attorney's fees plus court costs and disbursements.

(See) (See) (Address) (Address)

Seller's Assignment

Seller hereby sells and assigns to the assignee named below ("CIT") the within contract and all interests in any property hereby sold, and Seller's rights under any guaranties, without recourse as to the Customer's obligation of payment, except as may be otherwise provided hereon or in any underlying agreement between Seller and CIT, with full power to CIT in CIT's name to collect and discharge the same and to take all such legal or other proceedings as Seller might take, save for this assignment. If Seller executes any applicable Guaranties on the contract or elsewhere covering the transaction, the above italicized language only is deemed deleted and, notwithstanding the provisions of any underlying agreement whatsoever between Seller and CIT, CIT's recourse as to Seller on the assignment shall be stated in such Guaranties. If Seller does not execute any such Guaranties and has no underlying agreement with CIT governing this assignment to CIT, then notwithstanding anything to the contrary herein, the contract shall be deemed sold to CIT, as to recourse with Seller's assignment to CIT in CIT's standard full recourse form.

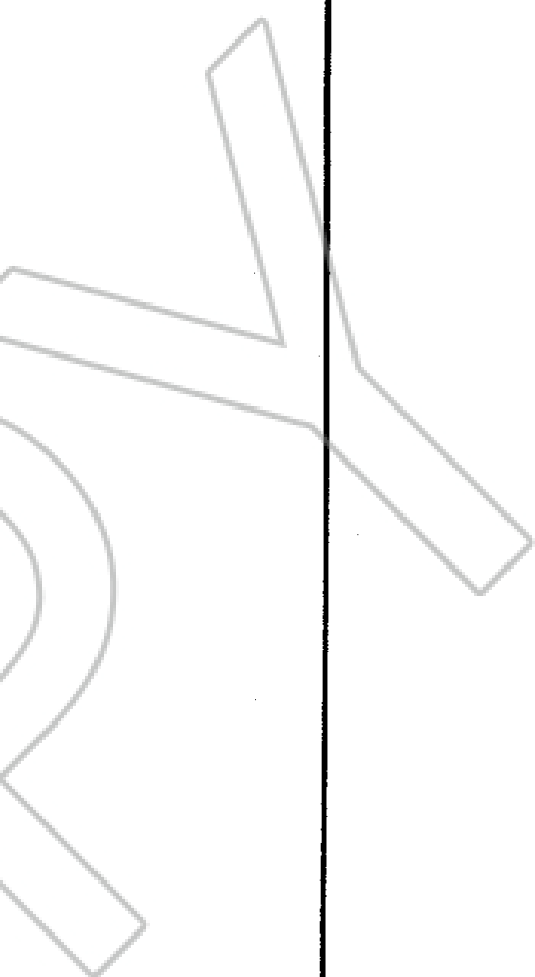
As to the contract hereby assigned to CIT Seller warrants as follows: to the extent required, if any, for the sale to the Customer and the assignment to CIT, Seller's duly licensed the contract was executed in connection with and arose from a bona fide sale to the Customer and related documents. The property, goods and/or services sold to the Customer are fully and correctly described in the contract, and all statements of fact, all information concerning the Customer and all statements made by the Customer on the contract or on any documents related thereto are true and correct in all respects. Any property, goods and/or services described in the contract were actually delivered to and accepted by the Customer. Seller has furnished and installed all articles and materials, has fully completed all work which constitutes the consideration for the contract and has paid for all labor and materials used in connection with the contract. Seller has clear title to any and all property covered by the contract, free of all liens and encumbrances, except for the contract. This contract will evidence a valid reservation of title to or first lien upon the commodity and will have been so filed or recorded, if permitted or required by law, as to provide a fully perfected first security interest in assignee's name which is effective against all persons. Seller is the sole and unconditional owner of the contract and has the right and authority to assign it to CIT. A copy of the contract, identical with the original, was given to the Customer prior to consummation of the transaction. The Customer was legal age and was competent to execute the contract on the date of execution. The contract and any guaranties thereof are genuine, legally valid and enforceable for the full Total Sale Price. Whether the Customer nor any other person has asserted or alleged nor shall the Customer or any other person assert or allege at any time, whether before or after the assignment, any right of rescission or cancellation or any claim, defense set-off or counterclaim of any kind, nor shall the down payment shown as paid in cash is being by loan or note, and Seller received any trade-in shown for the allowance stated in the contract.

Seller has fully complied with, and the contract is valid under, any and all applicable laws and regulations, including but not limited to the Federal Truth-in-Lending Act, the Federal Equal Credit Opportunity Act, any laws and regulations of the federal government or any state or other government controlling consumer and/or installment credit transactions as well as any regulations or rules promulgated under any of the foregoing. Seller will cooperate with and assist CIT in enforcing CIT's rights in, to and under the terms of the contract. All warranties, representations and covenants herein contained are made to induce CIT to purchase the contract.

Seller agrees that in the event (i) the Customer withholds payment on the contract at any time because of any complaint or dissatisfaction against Seller relating to the goods and/or services obtained resolved to CIT's satisfaction or to the satisfaction of the Customer within 60 days of the date the Customer first withheld payment or (ii) any suit, complaint, counterclaim, claim or defense relating to the goods and/or services obtained pursuant to this contract which resolved to CIT's satisfaction or to the satisfaction of the party who could have been asserted against Seller or asserted against CIT at any time and the suit, complaint, counterclaim, claim or defense is not resolved to CIT's satisfaction or to the satisfaction of the party who asserts it within 60 days after its assertion or (iii) there is a breach of any warranty, representation or covenant made herein, without regard to CIT or Seller's knowledge or lack of knowledge with respect thereto or CIT's reliance thereon, then in any such event Seller shall, upon demand by CIT, repurchase the contract for cash at a price equal to the balance then remaining unpaid on the contract and payee's harmless from any and all liabilities, costs and expenses, including attorneys fees, that may result at any time from such complaint, claim or defense, or from any such suit, complaint, counterclaim, claim or defense, or from any such malfeasance, misfeasance, act, omission or failure to comply.

Seller waives all demands and notices of default and consents that, without notice to Seller, CIT may release, extend, vary or modify, by operation of law or otherwise any obligations of Customer or any other obligor or any rights against the Customer or any other obligor. No waiver by CIT of any default or misrepresentation hereunder shall be effective unless in writing and operate as a waiver of any other default or misrepresentation of the same default or misrepresentation on a future occasion. This assignment shall be binding upon the respective heirs, executors, administrators, successors and representatives of the parties hereto.

(See other side for Seller's signature to assignment) ASSIGNEE: The CIT Group/Sales Financing, Inc.



096760

NO. 096760 AND RECORDED AT COURT IN LINCOLN COUNTY TITLE June 3, 1991

1:01 MINUTES FIRST 3:00 P.M. IN BOOK 96 OFF REC'DS. PAGE 671 LINCOLN COUNTY, NEVADA YURIKO SETZER COUNTY REC'D BY Shonda Zepher Deputy