

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this 17<sup>th</sup> day of February  
 A.D. 19 92, by and between Lawrence E. and Deborah S. Stewart

As Trustor, and Security Pacific Bank

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada

As Trustee, and Century One Builders of Nevada, Inc.

as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the content.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the City of Alamo  
Lincoln County of Lincoln State of Nevada, to-wit:

See Exhibit "A"

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Home Improvement Retail Installment Sale Agreement of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 3000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

**AND THIS INDENTURE FURTHER WITNESSETH:**

**FIRST:** The Trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon, not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

**SECOND:** The following covenants, Nos. 1, 2 (\$ n/a amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

**THIRD:** In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

**FOURTH:** The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

**FIFTH:** Trustor further agrees that the Beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend the Home Improvement Retail Installment Sale Agreement secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said Home Improvement Retail Installment Sale Agreement by the Beneficiary in behalf of the Trustor.

**SIXTH:** Trustor shall pay all taxes, assessments, insurance premiums, and prior liens to which such property may be subject. In case Trustor shall fail to pay such expenses, Beneficiary, at its option, may pay them and all sums of money so expended shall be repayable by Trustor(s) and such expenditures shall be secured by this Deed of Trust, it being agreed that such expenditures are upon the interest of the Trustor.

**SEVENTH:** All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

**EIGHTH:** If all or any part of the property or an interest in the property is sold or transferred by Trustor without Beneficiary's prior written consent, Beneficiary at Beneficiary's option, may require immediate payment in full of the entire amount due under the Deed of Trust and Home Improvement Retail Installment Sale Agreement. Beneficiary, at Beneficiary's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Trustor is transferring or selling the interest in the property. If Beneficiary does allow Trustor's successor in interest to assume the obligation, Trustor will be released from further obligation under this Deed of Trust and the Home Improvement Retail Installment Sale Agreement. The following types of transfers will not give Beneficiary the right to require immediate payment in full:

- a) the creation of liens or other claims against the property which are inferior to this Deed of Trust;
- b) a transfer of rights in household appliances to a person who provides the Trustor with the money to buy these appliances in order to protect that person against possible losses;
- c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;



EXHIBIT "A"

Beginning at the Southeast corner of this parcel, from which the North 1/4 corner of said Section 16 bears North 67 space, 51 feet, 15 inches East a distance of 1,004.75 feet; thence South 80 space, 11 feet, 57 inches. West a distance of 375 feet, to the Southwest corner; thence North 17 space, 11 feet, 6 inches West; distance of 200 feet to Northwest corner; thence North 80 space, 11 feet, 57 inches East, a distance of 375 feet to the Northeast corner; thence South 17 space, 11 feet, 6 inches East, a distance of 200 feet to South east corner, which is the point of beginning.

Said land is known as parcel No. 2 of that certain parcel map recorded June 12, 1991 in the Office of the County Recorder of Lincoln County, Nevada as file No. 96826 Lincoln County Recorder's Office.

098105

AND RECORDED AT REQUEST OF  
Century One Builders of Nv.

Feb. 28, 1992

OF 1 MINUTES PAGE 100 OF OFFICIAL

BOOK 100 OF OFFICIAL

PAGES, PAGE 321 LINCOLN

COUNTY, NEVADA.

*James Setzer*  
RECORDER