	92-06-0918	FB	
Waxa Recorded Mail Tex	• ••	1	
GUILD MORTGAGE (^
1771 E. FLAMINGO SUITE 116A	ROAD		
LAS VEGAS, NV 85	1119		\ \
			\ \
Order No. 92-00 Escrow No. 92-00			THE RESERVE THE
GDH04-0683X	305-1002048	SPACE ABOVE T	HIS LINE FOR RECORDER'S USE FHA Case No.
State of Nevada	200 ,000014	DEED OF TRUST	332-229337-1-729 2031/251
		DEED OF TRUST	
THIS DEED OF	TRUST ("Security Instrum	ent") is made on	AUGUST 10 , 19 92
The grantor is DONN	A RAE PONEROY, AN U	NMARRIED WOMAN; AND COE	Y R. BLEAK AND JULIE L. BLEAK.
("Borrower"). The tru	stee is GUILD ADMINIS	TRATION CORP., A CALIFO	ORNIA CORPORATION ("Trustee"). The beneficiary is
GUILD MORTGAGE	COMPANY, A CALIFOR	NIA CORPORATION	(Trustee). The Generality is
which is occanized and	existing under the laws of .	THE STATE OF CALIFORNIA	, and whose
address is 9160 GR	AMERCY DRIVE, SAN D	ILEGO. CALITORNIA 92123	er"). Borrower owes Lender the principal sum of
FORTY-THREE TH	OUSAND SIX HUNDRED	NINETY-TWO AND NO/100-	
Dollars (U.S. \$	43,692,00). This	s debt is evidenced by Borrower's n	ote dated the same date as this Security Instrument
("Note"), which provi	ne na comme to 1 ander: (a) the s	ensyment of the debt cylifenced by I	er, due and payable on SEPTEMBER 01, 2022 the Note, with interest, and all renewals, extensions
. a a stiff a anti-man (b)	the amment of all other cur	ne with interest advanced under t	paragraph 6 to protect the security of this Security his Security Instrument and the Note. For this pur-
pose, Borrower irrevo	cably grants and conveys to	Trustee, in trust, with power of	sale, the following described property located in County, Nevada:
<u> </u>	INCOLN	DESCRIPTION ATTACHED H	County, recyants.
/	HEREOF.	_ /	
/			
			E PURPOSE OF CORRECTING LEGAL
THIS DEED DESCRIPTION	OF TRUST IS BEING ON SEE ATTACHED EXH	IBIT "B".	E FORFOSE OF CONNECTING DESIGN
\	\	\	\
~ \	\		
/ /			1
DEED OF TR	UST RIDER(S) ATTACH	ED HERETO AND MADE A PA	RT HEREOF.
		///	
tituli kaasalaa addaasa	s of 100 JRD STREET		
	SOU TAN SINEST		[Street, City],
PANACA			
	D.	code), ("Property Address");	
النص المحمونيين ومراوات	and our makes and profite unit	er rights and stock and all fixtures no	erry, and all easements, rights, appurtenances, rents, ow or hereafter a part of the property. All replacements
and additions shall ais	o be covered by this Security I	instrument. All of the foregoing is re	ferred to in this Security Instrument as the "Property."
BORROWER	COVENANTS that Borrowe	r is lawfully seized of the estate he	reby conveyed and has the right to mortgage, grant
and convey the Prope	erry and that the Property is t	mencumbered, except for encumbins and demands, subject to any e	rances of record. Borrower warrants and will detend
The state of the s	A Property of the Contract of		en due the principal of, and interest on, the debt evi-
denced by the Note	and late charges due under t	he Note.	
2. Monthly Pr	syments of Taxes, Insurance	e and Other Charges. Borrower s	hall include in each monthly payment, together with
همة المحمد المستحدث والماء	annet on out forth in the Note	and any late charges, an installing	nt of any (a) taxes and special assessments levied or roperty, and (c) premiums for insurance required by
paragraph 4.	observit for someoning b		
FHA (NV) DEED OF TRU	ET (#13%		BCCA 103 MCE 54 BCCA 103 FAGE 271
THA (RE) DEED OF THU	A. (400.1)		BOON IUS PAGE ZII

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each seen shell be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (s), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount accessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designoe. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual monthly insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obliga to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs. I and 2 shall be applied by Lender as follows:
First. to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leanehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsection. quently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in e form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of the title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- y, Preservation, Maintenance and Protection of the Property; Borrower's Lona Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substructially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and foe title shall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal.

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

9. Grounds for Acceleration of Date.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (i) All or part of the Property or a beneficial interest in a trust owning all or part of the Property is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Whiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the secretary.
- 18. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligation that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 13. Borrower Not Released; Forebearance By Lender Not a Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Ausigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and acveral. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the arms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Notice without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

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- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender of Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.
- If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.
- Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.
- Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach of Borrower. However, Lender or a judically appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

service access to the

7age 3 of 4

Lincoln County

ON-UNIFORM	CONVENANTS.	Borrower and	Lender further coven	ant and sor	ce as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9. Lender may invoke the power 'sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing e remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of revent of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each unty in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower ad to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public action to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels id in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at e time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expre implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee all apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable rustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally stitled to it.

- 18. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the operty and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee all reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons all pay any recordation costs.
- 19. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee pointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred on Trustee herein and by applicable law,

20.	. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.	
		N//
21.	Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. S	·

Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with this Security Instrument, e covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security istrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)]

	Growing Equity Rider Graduated Payment Rider	AD JUSTABLE RATE	RIDER
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any

der(s) executed by Borrower and recorded with ii.
Donna to Francis Coly R. Blak
which Blak by Colar R.
Bleak as her Hickney by tact.
[Space Below This Line Reserved For Acknowledgement]
Jackson County ss: On this J day of Occast 1972, personally appeared before me, the under igned, a notary public in and for the County and State aforesaid, Donnia OLE DON-ROY, AND COBY R. BLEAK AND.
nown to me to be the person(s) described in and who executed the within and foregoing instrument, and who acknowledged to meat he 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 this Certificate first above written.
My commission expires: Waraward Notary Public

JEAN A. WOOD MISTARY PUBLIC-OREGON My Commission Expires _5/2/99

REQUEST FOR RECONVEYANCE

O 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 ecured 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 re delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons egally entitled thereto.

)ated: age 4 of 4

BOCA . 63 PAGE 57

(Individual)	On August 18, 1992
STATE OF NEVADA, COUNTY OF CLARK	Before me, a Notary Public, personally appeared **Donna Rae Pomeroy**
NOTARY PUBLIC	
County of Clark AINA RODARTE My Application Expired Dec. 10, 1866	personally known to me (or proved to me on the basis of satisfactory evidence) to the the person whose name is subscribed to this instrument and acknowledged that he
/ /	(she or they) executed it.
	Aina Rodarte
	(size or they) executed it.
3-8 PDO PRINTING 878-1701	Aina Rodarte NAME (TYPED OR PRINTED)

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is

HABITE (TYPEO DR. PRINTED) Natury Public in and for said Star

subscribed in the within instrument, as the Attorney-in-Fact of ##Julis L. Bleak##

WITNESS my hand and official seal.

JEAN A. WOOD

thereto as principal _____ and h 18 ___ own name as Attorney-in-Fact.

Му Сопілівают Ехриса 🔔

FORM 4927 - COO FRONTING 679-1701

BCCK 103 PAGE 58

BOOK 103 PAGE 275

ADJUSTABLE RATE RIDER

GDH04-0683X 308-1002048

ADJUDIADEE R	
THIS ADJUSTABLE RATE RIDER is made this	y of Alignst David Obligation D. of
and is incorporated into and shall be deemed to amend and supplement it even date herewith, given by the undersigned ("Mortgagor") to secure Mort	tgagor's Adjustable Rate Note ("Note"), of even date herewith, so
GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATI	108
("Mortgagee"), covering the premises described in the Mortgage and loc	ated at
100 3RD STREET, PANACA, NY 89042	
(Property Add	ress)
1. INTEREST RATE AND MONTHLY PAYMENT CHANGES	
(A) Change Date The internet care may change on the first day of	OBER , 19 93 , and on that day of each succeeding year.
"Change Date" means each date on which the interest rate could che	ange,
(B) The Index	/ \ \ \
Beginning with the first Change Date, the interest rate will	be based on an Index. "Index" means the weekly average yield
on United States Treasury Securities adjusted to a constant	maturity of one year, as made available by the Federal Reserve available 30 days before the Change Date. If the Index (as defined
shows) is no longer available. Lender will use as a new inde-	any index prescribed by the Secretary (as defined in Paragraph
7(B)). Lender will give Borrower notice of the new ladex.	
(C) Colombation of Interest Rate Changes	· / /
Refore each Change Date. Lender will calculate a new intere	est rate by adding a margin of TMO percentage
noints (2,000 %) to the Current Index and rounding	the sum to the nearest one-eighth of one percentage point (0.125%).
	able Rate Rider, this rounded amount will be the new interest rate
until the next Change Date.	
(D) Limits on Interest Rate Changes	
The interest rate will never increase or decrease by more than 0	percentage points (1,000 %) on percentage points (1,000 %)
any single Change Date. The interest rate will never be more the higher or lower than the initial interest rate stated in Parag	
priguet of Nowet turn the mitting musical true server in 1 and	habit z or are trans
(E) Calculation of Payment Change	calculate the amount of monthly payment of principal and interest
which amula he necessary to renay the unneid principal ba	dance in full at the maturity date at the new interest rate through
substantially equal payments. In making such calculation, L	ender will use the unpaid principal balance which would be owed
on the Change Date if there had been no default in payment of The result of this calculation will be the amount of the ne	in the Note, reduced by the amount of any prepayments to principal.
The result of this calculation will be the amount of the se	a monthly payment of principal and monthly
(F) Notice of Changes	erest rate and monthly payment amount. The notice must be given
or least 25 days before the new monthly payment amount is	due, and must set forth (i) the date of the notice, (ii) the Change
Date (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and
	thange in monthly payment amount, and (viii) any other information
which may be required by law from time to time.	
(G) Effective Date of Changes	The state of the s
A new interest rate calculated in accordance with Paragraphs	E.(C) and E.(D) of this Adjustable Rate Rider will become effective e new monthly amount beginning on the first payment date which
on the Change Date, Borrower shall make a payment in the	e notice of changes required by Paragraph 1.(F) of this Adjustable
Pare Rider Rorrower shall have no obligation to pay any i	ncrease in the monthly payment amount calculated in accordance
with Paragraph I (F) of this Adjustable Rate Rider for any	payment date occurring less than 25 days after Lender has given
the required notice. If the monthly payment amount calculate	ed in accordance with Paragraph 1.(E) of this Adjustable Rate Rider rease and Borrower made any monthly payment amounts exceeding
the payment employ which should have been stated in a tirl	nely notice, then Borrower has the option to either (i) demand the
return to Borrower of any excess payment, with interest the	reon at the Note rate (a rate equal to the interest rate which should
have been stated in a timely notice), or (ii) request that any	excess payment, with interest thereon at the Note rate, be applied excess payment with interest on demand is not assignable even if
this Note is otherwise assigned before the demand for ret	turn is made.
BY SIGNING BELOW, Borrower accepts and agrees to the terms	and covenants contained in this Adjustable Rate Rider.
Donus X as Tolleray	
DONNA RAE PONEROY	COBY R. BLEAK (Oly & Bleak)
JULIE L. BLEAK T. L. 1 Rlank, R.	- U
by goby R. Bleak, Her Attorney In Fact	102 078
Colly & Blank as how Absorning in	BOCK 163 PACE 276
trudil 0	100 53690
FHAT (MS) ADJUSTABLE RATE RIDER (#334)	BOOK TO'S MICE 33"

EXHIBIT 'A'

LEGAL DESCRIPTION

A parcel of land situate in Lots 3 and 4 in Block 23 in the town of Panaca, Nevada, described as follows:

Beginning at the Northwest corner of said Lot 4 and running thence South 66 feet; thence running at right angles East a distance of 396 feet; thence running at right angles North a distance of 66 feet to the North line of said Lot 3 and 4 a distance of 396 feet to the place of beginning.

15. 099248

TED AND RECORDED AT REQUEST OF Dominick Belingher!

August 21. 1992

10. MINUTES FAST 2. OCTOCK

POIN BLACK 103 OF OFFICIAL LINCOLK

PAGE 54 LINCOLK

YUBLED SETZER

BY MALE DEPUTY

BOOK 103 FACE 60

BOCK 103 PAGE 277

92-06-0918 FB ** CORRECT LEGAL DESCRIPTION **.

EXHIBIT "B"

A parcel of land situate in Lots 3 and 4 in Block 23 in the town of Panaca, Nevada, described as follows:

Beginning at the Northwest corner of said Lot 4 and running thence South 66 feet; thence running at right angles East a distance of 396 feet; thence running at right angles North a distance of 66 feet to the North line of said Lot 3; thence running West along the north line of Lot 3 and 4 a distance of 396 feet to the place of beginning.

199375

AND RECORDED AT REQUEST OF Dominick Belingheri

Sept. 23, 1992 35 00 16 05 10 CCK 1 030 103 0FOREST